

Baldwin County Commission



Baldwin County Commission Regular Meeting Agenda

**Tuesday, October 1, 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

Wayne A. Dyess, 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 Brian Wade of Loxley Church of God
Pledge of Allegiance

ADOPTION OF MINUTES

August 27, 2019, Budget Deliberations
September 20, 2019, Regular Meeting

B CONSENT

BA ADMINISTRATION

- | | | |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| BA1 | BRATS - Baldwin Regional Area Transit System Request from the 68th AAA Gun Battalion | <u>19-2130</u> |
| BA2 | BRATS - Authorization to Auction One (1) Baldwin Regional Area Transit System Vehicle on Govdeals.com | <u>19-2127</u> |
| BA3 | BRATS - Contract for Professional Services between the Baldwin County Commission and Courtney & Morris Appraisals, Inc., for Preparation of Rent Analysis Report for Baldwin Regional Area Transit System | <u>19-2128</u> |
| BA4 | BRATS - Contract for Professional Services between the Baldwin County Commission and Wilkins Miller, LLC, for Preparation of a National Transit Database (NTD) Independent Auditors Statement of Financial Data | <u>19-2129</u> |
| BA5 | City of Foley - Annexation Notification | <u>19-1950</u> |
| BA6 | City of Robertsedale - Annexation Notification | <u>19-2137</u> |
| BA7 | Baldwin County Commission District No. 4 Planning (Zoning) District Board of Adjustment (Greater South Baldwin County Area) - Board Resignations | <u>19-2144</u> |
| BA8 | Perdido Bay Water, Sewer and Fire Protection District - Board Appointment | <u>19-2123</u> |

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|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| BA9 | Resolution #2020-006 - Appropriation for the 15th Annual Day of Thanks Public Breakfast on November 26, 2019 | <u>19-2136</u> |
| BA10 | Resolution #2020-010 - Appropriation from the Commission Discretionary Fund - Mobile Bay Area Veterans Day Commission, Inc. | <u>19-2146</u> |
| BA11 | Consideration for Rescheduling and Cancelling Certain Baldwin County Commission Meetings in November 2019 and December 2019 | <u>19-2145</u> |
| BB | ANIMAL CONTROL | |
| BB1 | Adoption Partner Agreement between Baldwin County Commission (Animal Shelter) and PetSmart Charities, Inc. | <u>19-2154</u> |
| BB2 | Baldwin County Trap-Neuter-Return (TNR) - Renewal of Happy Acres Veterinary Clinic and Animal Medical Center Agreements | <u>19-2149</u> |
| BC | ARCHIVES AND HISTORY | |
| BC1 | Request from Baldwin County High School - Cross Country Championships Event at Bicentennial Park | <u>19-2151</u> |
| BD | BUDGET/PURCHASING | |
| BD1 | Baldwin County Courthouse Christmas Decorations | <u>19-2112</u> |
| BD2 | Contract Extension for Professional Services to Support IBM I Servers (AS400) for the Baldwin County Commission | <u>19-2113</u> |
| BD3 | Lease of One (1) Postage Machine for the Baldwin County Sheriff's Office Located in Bay Minette, Alabama | <u>19-2115</u> |
| BD4 | Request for Proposals (RFP) for Inmate and Juvenile Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility | <u>19-2116</u> |
| BD5 | Amendments to Baldwin County Commission Policy #8.16 - Taxpayer Installment Agreement/Payment Plan Agreement | <u>19-2138</u> |
| BG | COMMUNICATIONS/INFORMATION SYSTEMS (CIS) | |
| BG1 | Transfer a 2011 Ford F-250 Super Duty Pickup Truck from Communications Information Systems Department to Emergency Management Agency | <u>19-2121</u> |
| BI | ELECTED OFFICIALS | |
| BI1 | Renewal of IncomeWorks Software License Agreement | <u>19-2120</u> |
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BK ENVIRONMENTAL MANAGEMENT

- BK1** Approval of Renewal Application for Certificate of Exception from Garbage Pick-Up [19-2148](#)

BL FINANCE AND ACCOUNTING

- BL1** Association of County Commissions of Alabama (ACCA) Workers' Compensation Self Insurers' Fund- Continuance of Coverage [19-2119](#)

BM HIGHWAY

- BM1** Bridge Replacement and Approaches on Fred Dugger Road - Permission to Advertise [19-2131](#)

- BM2** County Information Management System (CIMS) User License Agreement with Diversified Computer Services [19-2135](#)

- BM3** County Road 64 Capacity Improvement Project - Resolution #2020-011 and Letter of Intent to Use Federal Funds [19-2132](#)

- BM4** Delta Dash Live Oak Challenge - Request for Assistance [19-2109](#)

- BM5** License Agreement No. 19018 - McIntyre Street Right-of-Way [19-2134](#)

- BM6** Traffic Signal Installation at the Intersection of County Road 34 (Old Battles Road) and U.S. Highway 98 - Permission to Advertise [19-2133](#)

- BM7** Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0222211 - Brewer Road from County Road 65 to Poser Road (Tract 5) [19-2140](#)

- BM8** Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0222211 - Brewer Road from County Road 65 to Poser Road (Tract 12) [19-2141](#)

- BM9** Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0222211 - Brewer Road from County Road 65 to Poser Road (Tract 13) [19-2142](#)

BO PERSONNEL

- BO1** Archives Department - Transfer of Employee to Archives Specialist Position [19-2093](#)

- BO2** Highway Department (Maintenance) - Employment of Two (2) Engineering Technician I Positions [19-2091](#)

BO3 Highway Department (Subdivision) - Employment of One (1) Construction Development Manager [19-2110](#)

BO4 Juvenile Detention Center - Position Changes [19-2094](#)

BO5 Personnel Department - Employment of One (1) Administrative Support Specialist I [19-2090](#)

BO6 Solid Waste Department (Collections) - Employment of One (1) Solid Waste Driver I Position [19-2092](#)

BO7 Baldwin County Employee Health and Wellness Incentive Program [19-2124](#)

BO8 Employee Assistance Plan (EAP) Consideration - Award to Vendor [19-2125](#)

BO9 Life, Accidental Death & Dismemberment, Short- and Long-Term Disability and Vision Insurances Consideration - Award to Vendor [19-2122](#)

BP PLANNING AND ZONING

BP1 Community Rating System (CRS) Program Re-certification [19-2153](#)

C PRESENTATIONS

CA GENERAL

CA1 Employee Service Award Pins Presentation [19-2095](#)

CA2 Proclamation - Archives Month - October 2019 [19-1958](#)

CA3 Proclamation - Customer Service Week - October 7-11, 2019 [19-2069](#)

D PUBLIC HEARINGS

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills [19-2106](#)

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [19-2107](#)

EB ROAD AND BRIDGE DIVISION

F ELECTED OFFICIAL REQUESTS

G OTHER STAFF RECOMMENDATIONS

GA ADMINISTRATION

- GA1** Counsel for the Baldwin County Commission (County Attorney) - [19-2118](#)
Considerations Related to Contract for Services

H COMMISSIONER REQUESTS

I ADDENDA

IA GENERAL

- IA1** Approval of Organizational Charts and Position Descriptions [19-2163](#)

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 #: 19-2130, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Matthew Brown, BRATS Director; Amanda Thweatt, Scheduler

ITEM TITLE

BRATS - Baldwin Regional Area Transit System Request from the 68th AAA Gun Battalion

STAFF RECOMMENDATION

Approve the use of two (2) Baldwin Regional Area Transit System (BRATS) buses for transportation for the Veterans and their families from The Lodge in Gulf Shores Park to 33599 County Road 112 in Gateswood, Alabama (Waters Homestead) for a cookout and bird show on Friday October 18, 2019 for an approximate cost to the Commission of \$852.00.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Transportation is needed for members of the 68th AAA Gun Battalion and their families to a cookout and bird show at the Waters Homestead in Gateswood, Alabama on Friday October 18, 2019 at an approximate cost of \$852.00.

FINANCIAL IMPACT

Total cost of recommendation: \$852.00

Budget line item(s) to be used: TBD - staff recommendation is 51105.5290

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
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: Dates of this event are October 17-19, 2019.

Individual(s) responsible for follow up: BRATS staff will coordinate, Schedule and bill for transit service

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

Additional instructions/notes: N/A

September 18, 2019

To: Baldwin County Commissioners:

Dear Commissioners,

The 68th AAA Gun Battalion is celebrating it's 32nd annual reunion on October 17th thru the 20th, which I am hosting at Gulf State Park at the Lodge.

I am requesting transportation from the Lodge in Gulf Shores Park, for the Veterans and their families, to 33599 County Road 112 in Gateswood, Al. also known as the Waters Homestead, for a cookout and bird show. Two buses will be needed.

The 68th AAA Gun Battalion's rich history includes that of being the first Unit of the United States Army to be alerted for deployment after the outbreak of the Korean Conflict, as well as playing the instrumental part in the strategic advancement of our troops and also being the first Unit to use various types of artillery during the conflict. The members of the Battalion have generously contributed their energy to a productive society steadfastly fulfilling their obligations towards their fellow man while bringing honor upon themselves and the country they served.

Your help in showing our Baldwin County hospitality in this event will be greatly appreciated.

Sincerely,



Herbert B. Waters

16550 N. Pine Grove Rd.

Bay Minette, Al. 36507

Ph. # 251-937-5771



Baldwin County Commission

Agenda Action Form

File #: 19-2127, **Version:** 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne Dyess, County Administrator

Matthew Brown, BRATS Director of Transportation

Submitted by: Chandra Middleton, Assistant Director of Transportation

ITEM TITLE

BRATS - Authorization to Auction One (1) Baldwin Regional Area Transit System Vehicle on Govdeals.com

STAFF RECOMMENDATION

Approve Baldwin Regional Area Transit System (BRATS), through the Clerk Treasurer, to auction one (1) 2004 County Bus, VIN 4UZAACBW34CM56143, with a mileage of 83,712 on Govdeals.com at a minimum bid price of \$1,500.00 with allowable bids in \$250.00 increments.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: County Bus #11, a 2004 Goshen Euro Shuttle Freightliner transit vehicle, is being requested for auction on Govdeals.com. The bus is no longer reliable for service and has no federal requirements for disposal. The BRATS bus has 35 seats and 83,712 miles.

FINANCIAL IMPACT

Total cost of recommendation: Auction proceeds are estimated to be approximately \$6,000.00 - \$10,000.00.

Budget line item(s) to be used: 103.61200

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: Makayla Shiver, Accounting and Chandra Middleton, BRATS Assistant Director of Transportation.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Makayla Shiver, in Accounting will coordinate the auctioning of these vehicles thru Govdeals.com.

Chandra Middleton, Assistant Director of Transportation will provide required documentation to accounting for the auction. BRATS will also prepare the vehicles for auction, pick up, and show the vehicles to bidders upon bidders request at the Robertsdale BRATS main office.

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-2128, **Version:** 1

Item #: BA3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Matthew Brown, BRATS Director of Transportation

ITEM TITLE

BRATS - Contract for Professional Services between the Baldwin County Commission and Courtney & Morris Appraisals, Inc., for Preparation of Rent Analysis Report for Baldwin Regional Area Transit System

STAFF RECOMMENDATION

Take the following actions:

1. Approve a Contract for Professional Service between the Baldwin County Commission and Courtney & Morris Appraisals, Inc., for preparation of rental analysis report for Baldwin Regional Area Transit. The term of said contract shall commence immediately upon the same date as its full execution and shall terminate upon the expiration of six (6) months; and
2. Authorize the Chairman to execute the attached contract and any other related documents.

BACKGROUND INFORMATION

Previous Commission action/date: At the August 6, 2019, Regular Meeting the Commission authorized Baldwin Regional Area Transit System (BRATS) to solicit quotes from professional appraisers to prepare a rent analysis/report for BRATS real estate.

Background: The Federal Transit Administration allows grant recipients to utilize an in-kind match as part of their local funding. For real estate to qualify as in-kind match, it must be appraised. BRATS would like to hire a professional appraiser to determine the rental values for the following locations:

- Bay Minette BRATS Office
- Fairhope BRATS Hub & Office (ground lease only)
- Robertsdale BRATS Hub & Office (ground lease only)
- Foley BRATS Office

BRATS sent out a solicitation for quotes on August 20, 2019. Courtney & Morris Appraisals, Inc., was the lowest responsive bidder at \$3,275.

FINANCIAL IMPACT

Total cost of recommendation: \$3,250 -- 80% of which will be reimbursed by ALDOT.

Budget line item(s) to be used: 51930.5150

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

LEGAL IMPACT

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

N/A - Standard County Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff & BRATS Staff

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

1) BRATS Staff will secure three (3) original contracts executed by Courtney & Morris Appraisal, Inc., and provide to Administration Staff.

2) Administration Staff will obtain the Chairman's signature for the contract and witness and notarize in appropriate area.

6) Administration Staff will forward a fully executed original to Courtney & Morris Appraisals, Inc. and a copy to BRATS Assistant Director, Chandra Middleton.

Courtney & Morris Appraisals, Inc.
ATTN: Mr. Jim Faulkner

8477-A Co. Rd. 64, Unit 4
Daphne, Alabama 36526

7) BRATS bookkeeping will coordinate invoicing and payment.

Additional instructions/notes: N/A

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

Whereas, the COUNTY manages the Baldwin Regional Area Transit System (BRATS), which is a federally funded public transportation provider; and

Whereas, the COUNTY provides, at no fee, some of the real estate and facilities necessary for BRATS operations as described in Attachment A (hereinafter referred to as "BRATS Properties") and wishes to utilize the rental value of these as in-kind match for the federal funds used in its transit program; and

Whereas, the Alabama Department of Transportation (ALDOT) administers the public transit grant funding for BRATS and requires a rent analysis/report be prepared by a licensed appraiser before real property can be utilized as in-kind match; and

Whereas, the COUNTY solicited three quotes for professional appraiser services and PROVIDER submitted the lowest responsive quote.

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: Courtney & Morris Appraisals, Inc.
- II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

- XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Courtney & Morris Appraisals, Inc.,
8477-A Co. Rd. 64, Unit 4
Daphne, AL 36526
ATTN: Jim Faulkner

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

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

"All provision and conditions and/or specifications listed/stated in the BALDWIN COUNTY COMMISSION REQUEST FOR QUOTES 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 Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid per the Bid Item Sheet in the "**BALDWIN COUNTY COMMISSION REQUEST FOR QUOTES**," the same being attached hereto. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for six (6) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of six (6) months or either by giving thirty (30) days written notice of such to the other party. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys'

fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

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

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

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

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

NOTARY AND SIGNATURE PAGE TO FOLLOW

COUNTY

ATTEST:

CHARLES F. GRUBER, Chairman /Date

WAYNE DYESS, /Date
County Administrator

State of Alabama)

County of Baldwin)

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

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

Notary Public
My Commission Expires

PROVIDER:

Courtney & Morris Appraisals, Inc.,

By _____/Date
Its _____

State of _____)
County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of Courtney & Morris Appraisals, 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 Courtney & Morris Appraisals, Inc.

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

Notary Public
My Commission Expires

**BALDWIN COUNTY COMMISSION
REQUEST FOR QUOTES**

Quotes will be received by the Baldwin Regional Area Transit System (BRATS), Matthew Brown, Director of Transportation, by **3:30 P.M., Friday, August 30, 2019**, for Procurement of Professional Appraisal Services for Preparation of Rent Analysis/Report for BRATS Real Estate.

Mr. Brown can be reached by phone, (251) 972-8576 or email matthew.brown@baldwincountyal.gov. If quotes are not received by the stated time and day, they will be considered non-responsive.

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 final product shall be furnished.

Bidders shall give a price as indicated on the Bid Response Form.

BIDDERS QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

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

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

All vendor, contractors, and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9(a) and (b) of the Code of Alabama. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov All bidders should submit with their bid response the completed E-Verify package which can be downloaded from the Purchasing website www.baldwincountyal.gov

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies**, and therefore,

bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations, visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All Bidders that qualify as a Disadvantaged Business Enterprise (DBE) must provide supporting documentation in their bid response along with the completed DBE Registration form that may be downloaded from the County website www.baldwincountyval.gov A Disadvantaged Business Enterprise or DBE means a for profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

The October 1, 2018 Federal Transit Administration Master Agreement is referenced herein and will apply to the agreement between the Agency and selected contractor.

LAWS AND REGULATIONS

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

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$500,000. Combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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



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*

Scope of Work

The intent of this project is to prepare a Rent Analysis/Report for BRATS real estate to determine the fair market value for use as in-kind match in the BRATS federal program. The scope of work includes the completion of a rent analysis/report of the following four properties:

1. BRATS Bay Minette Office (see attachment A)
2. BRATS Robertsedale Central Office – Ground Lease only (see attachment B)
3. BRATS Foley Office (see attachment C)
4. BRATS Fairhope Office – Ground Lease only (see attachment D)

Requirements

- Must be completed by a licensed real estate appraiser.
- Appraisals/Rent Analyses must be completed four weeks after issuance of a notice to proceed.

Bid Item Sheet

Contractor: James H. Faulkner, III - Courtney & Morris Appraisals, Inc
Address: 8477-A Co. Rd. 64, Unit 4
Daphne, AL 36526
Contact Person: Jim Faulkner
Contact Phone Number: (251) 626-8882 x105 or (251) 680-9460 (cell)

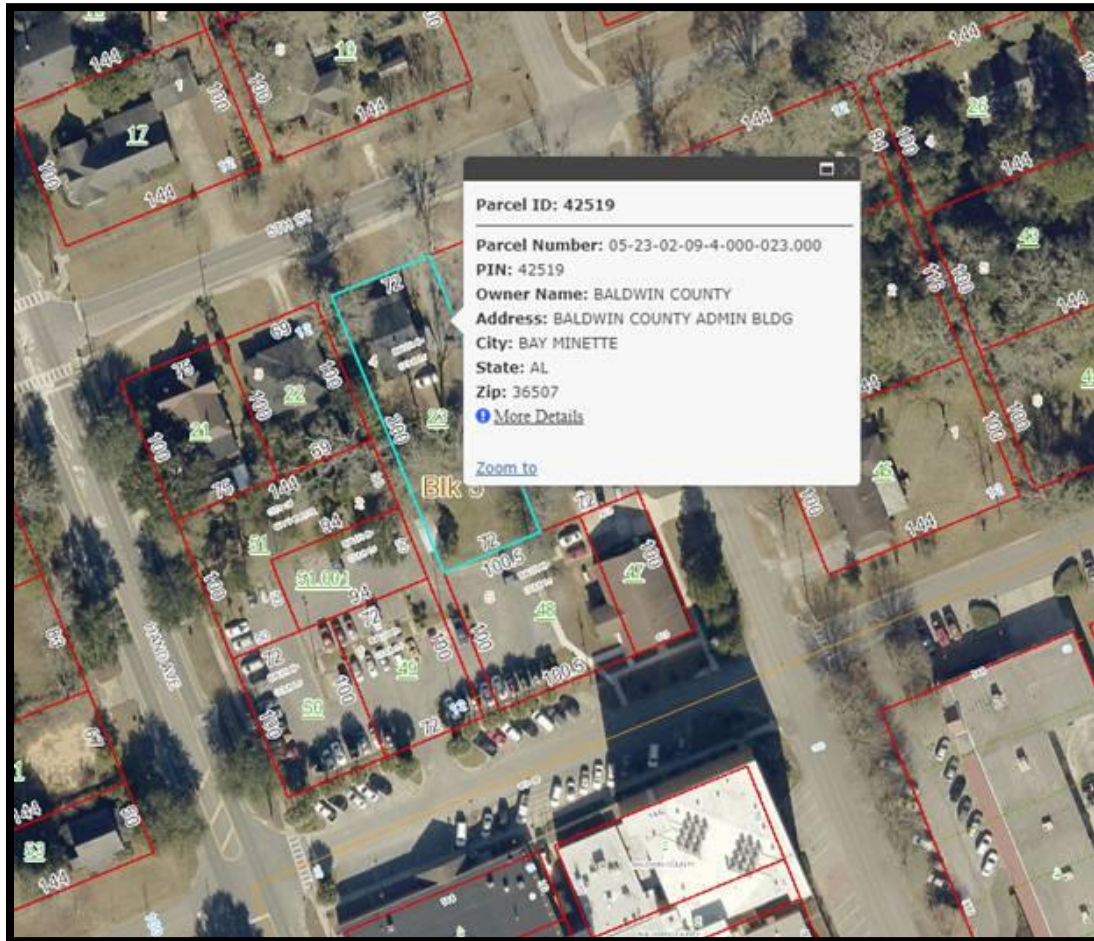
Item	Total
Rent Analysis/Report for BRATS Real Estate to Determine the Fair Rent Market Value.	<u>\$3,275.00</u>

Bids must be returned to Matthew Brown, Director of Transportation, by **3:30 P.M., Friday, August 30, 2019**, by email to matthew.brown@baldwincountyal.gov, by hand delivery to the BRATS physical address at 18100 County Rd 54, Robertsdale, AL 36567, or by US Mail to P.O. Box 907 Robertsdale, Alabama 36567.

ATTACHMENT A

BRATS Bay Minette:

Purchased by the County in 2005. 1164 sq. ft for office space. Total site consists of two lots for a total of 0.66 acres. Building was constructed in 1950s but had a major renovation in the 1990s.



ATTACHMENT B

BRATS Robertsdale – Ground lease only:

Purchased in 1994 for 334,364.75. 2800 sq. ft building with 3200 sq. ft. attached maintenance barn. Total site is about 2.8 acres, most of which is an asphalt parking area. An addition and renovation project was completed in 2012 with federal funds at a cost of \$329,399.98. Because federal funds were utilized for the construction of some of the infrastructure improvements, at this time we only wish to pursue the in-kind value of the actual ground lease.

2019



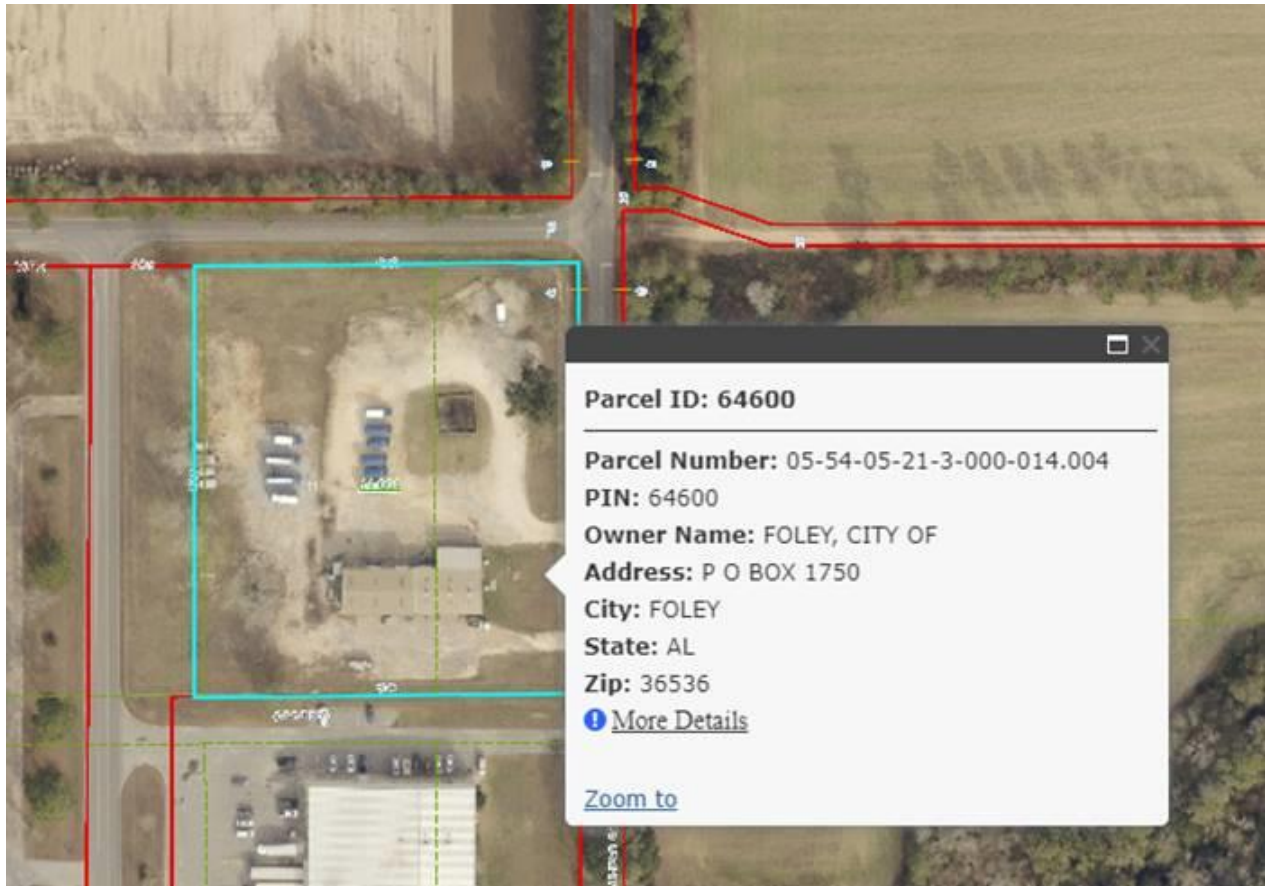
2010:



ATTACHMENT C

BRATS Foley:

Currently on a 99-year lease from the City of Foley. 680 sq. ft office space (balance of building is utilized by highway department). Total site utilized by BRATS is about 2.2 acres, most of which is a gravel/grassed parking area. Copy of the lease will be provided to the appraiser.



ATTACHMENT D

BRATS Fairhope – Ground lease only:

New hub was built with federal grant funds in 2013, however the property itself was leased by the City of Fairhope for \$2000 per month and then subleased the County for \$0 per month. Copy of the leases will be provided to the appraiser.

2019:



2012:





Baldwin County Commission

Agenda Action Form

File #: 19-2129, **Version:** 1

Item #: BA4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Matthew Brown, BRATS Director of Transportation

ITEM TITLE

BRATS - Contract for Professional Services between the Baldwin County Commission and Wilkins Miller, LLC, for Preparation of a National Transit Database (NTD) Independent Auditors Statement of Financial Data

STAFF RECOMMENDATION

Take the following actions:

1. Approve a Contract for Professional Services between the Baldwin County Commission and Wilkins Miller, LLC, for preparation of a Nation Transit Database (NTD) Independent Auditor Statement of Financial Data. The term of said contract shall commence immediately upon the same date as its full execution and shall terminate upon the expiration of six (6) months; and
2. Authorize the Chairman to execute the attached contact and any other related documents.

BACKGROUND INFORMATION

Previous Commission action/date: At the August 6, 2019, Regular Meeting the Commission authorized BRATS to solicit quotes from professional accountants to prepare a National Transit Database (NTD) Independent Auditors Statement of Financial Data.

Background: Pursuant to the Federal Transit Administration National Transit Database (NTD) 2018 Policy Manual for Full Reporting, the Baldwin County Commission needs professional accounting services to prepare an Independent Auditors Statement for Financial Data (IAS-FD). After the IAS-FD has been prepared once, it will not need to be prepared for another 10 years unless there is a substantial change in our accounting system. For the IAS-FD, the auditor must review all BRATS financial forms to ensure that:

- The transit agency's accounting system follows the Uniform System of Accounts;
- The transit agency's accounting system follows accrual accounting or uses a directly translatable method; and

- All financial data are in accordance with NTD requirements.

The auditor must state in the IAS-FD if he or she finds that any data does not conform to NTD requirements and describe the discrepancies.

BRATS sent out a solicitation for quotes on August 20, 2019. Wilkins Miller, LLC, was the lowest responsive bidder at \$5,000.00.

FINANCIAL IMPACT

Total cost of recommendation: \$5,000.00 -- 80% of which will be reimbursed by ALDOT.

Budget line item(s) to be used: 51930.5150

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

LEGAL IMPACT

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

N/A - Standard County Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff & BRATS staff

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

Have three (3) original contracts executed-one for BCC, one for Wilkins Miller, and one for BRATS.

1) Administration Staff will mail three (3) originals to Wilkins Miller for execution.

Wilkins Miller, LLC

ATTN: Ms. Erin Jones
PO Box 70047
Mobile, Alabam 36670

- 2) Once returned by Wilkins Miller, Administration Staff will obtain the Chairman's signature for the contract and witness and notarize in appropriate area.
- 6) Administration Staff will forward a fully executed original to Wilkins Miller, LLC, and a copy to BRATS Assistant Director, Chandra Middleton.
- 7) BRATS bookkeeping will coordinate invoicing and payment.

Additional instructions/notes: N/A

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

Whereas, the COUNTY manages the Baldwin Reginal Area Transit System (BRATS), which is a federally funded public transportation provider; and

Whereas, the COUNTY is required to report transit system data to the National Transit Database (NTD) on an annual basis; and

Whereas, the NTD data requirements include the securement of an Independent Auditors Statement of Financial Data for the BRATS system; and

Whereas, the COUNTY solicited quotes for professional accounting services and PROVIDER submitted the lowest responsive quote.

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

- VI.** Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII.** Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.
- VIII.** Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI.** Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII.** Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior

written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

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

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

PROVIDER: Wilkins Miller, LLC
PO Box 70047
Mobile, AL 36670
ATTN: Erin Jones

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

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

"All provisions and conditions and/or specifications listed/stated in the BALDWIN COUNTY COMMISSION REQUEST FOR QUOTES 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 Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid per the Bid Item Sheet in the "**BALDWIN COUNTY COMMISSION REQUEST FOR QUOTES**," the same being attached hereto. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for six (6) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of six (6) months or either by giving thirty (30) days written notice of such to the other party. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys'

fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

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

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

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

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

NOTARY AND SIGNATURE PAGE TO FOLLOW

COUNTY

ATTEST:

CHARLES F. GRUBER, Chairman /Date

WAYNE DYESS, /Date
County Administrator

State of Alabama)

County of Baldwin)

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

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

Notary Public
My Commission Expires

PROVIDER:

Wilkins Miller, LLC

By _____/Date
Its _____

State of _____)
County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of Wilkins Miller, LLC, 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 Wilkins Miller, LLC.

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

Notary Public
My Commission Expires

BALDWIN COUNTY COMMISSION REQUEST FOR QUOTES

Quotes will be received by the Baldwin Regional Area Transit System (BRATS), Matthew Brown, Director of Transportation, by **3:30 P.M., Friday, August 30, 2019**, for procurement of professional accounting services for preparation of National Transit Database (NTD) Independent Auditors Statement of Financial Data (IAS-FD).

Mr. Brown can be reached by phone, (251) 972-8576 or email matthew.brown@baldwincountyal.gov. If quotes are not received by the stated time and day, they will be considered non-responsive.

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 final product shall be furnished.

Bidders shall give a price as indicated on the Bid Response Form.

BIDDERS QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

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The October 1, 2018 Federal Transit Administration Master Agreement is referenced herein and will apply to the agreement between the Agency and selected contractor.

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$500,000. Combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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



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*

Scope of Work

The intent of this project is to prepare an Independent Auditors Statement of Financial Data (IAS-FD) as required by the 2018 National Transit Database (NTD) Policy Manual for fiscal year 2019.

The entire manual is available for viewing at <https://www.transit.dot.gov/ntd/2018-ntd-policy-manual>. Excerpts from the manual addressing the IAS-FD are attached hereto as Attachment A.

Requirements

- IAS-FD will be due no later than December 31, 2019.

Bid Item Sheet

Contractor: Wilkins Miller, LLC
Address: P. O. Box 70047
Mobile, AL 36670
Contact Person: Erin S. Jones, CPA
Contact Phone Number: 251-410-6700

Alabama Secretary of State Entity ID Number 435-542

Item	Total
Provide cost for prepare IAS-FD for fiscal year 2019:	not to exceed \$5,000

Bids must be returned to Matthew Brown, Director of Transportation, by **3:30 P.M., Friday, August 30, 2019**, by email to matthew.brown@baldwincountyal.gov, by hand delivery to the BRATS physical address at 18100 County Rd 54, Robertsdale, AL 36567, or by US Mail to P.O. Box 907 Robertsdale, Alabama 36567.

For more information on PMT Sampling, see the “Service Data Requirements: Service Consumed: Passenger Miles Traveled” section of this manual.

Independent Auditor Statement for Financial Data Waiver

New NTD reporters filling out a full report may request an IAS-FD waiver in their first year of reporting. If approved by FTA, the waiver is good for one year and the transit agency must submit the IAS-FD in the following report year.

Auditor Statements

The NTD requires that an independent auditor review certain reporter types and provide an Independent Auditor Statement (IAS). An IAS is a letter that an official representative from an independent public account or other independent entity (such as a state audit agency) signs.

The independent auditor must confirm that the transit agency data conforms to NTD requirements. If an auditor finds an issue, the auditor must explain the discrepancy in the IAS. Auditors must identify the auditing firm name and location, and sign and date the IAS.

There are two Independent Auditor Statements:

- **Independent Auditor Statement for Financial Data**
- Independent Auditor Statement for Federal Funding Allocation Data

Independent Auditor Statement for Financial Data

Full Reporters, Reduced Reporters, and Separate Service transit agencies must file an initial IAS-FD. For this statement, the auditor must determine if the transit agency accounting system meets FTA requirements. The NTD does not allow agencies to use an audit from the OMB Circular A-133 Single Audit Act.

The NTD refers to business papers, records and reports, and the procedures that an agency uses in recording transactions and reporting their effects as the “accounting system.” The term “accounting system” does not refer to the hardware or software program transit agencies use. Therefore, the accounting system remains the same, even when hardware or software upgrades or changes.

A transit agency must provide an IAS-FD to the NTD in the first year it reports as a Full Reporter and every ten reporter years thereafter. In the interim, if a transit agency has

met the IAS requirements in the prior year and has not changed its accounting system, FTA waives the annual IAS-FD. Instead, FTA requires the CEO to certify annually that the agency's financial data continue to meet NTD requirements. FTA may require a new review if a transit agency substantially changes its financial data reporting method.

The transit agency must file the Annual Report on time even if the IAS-FD is incomplete. If extenuating circumstances cause a delay of the IAS-FD, the CEO must provide documentation explaining the late auditor review. The transit agency must complete the IAS-FD no later than the date of the last report revision. The NTD may issue a Failure to Report finding if a transit agency does not submit an IAS-FD when required.

Independent Auditor Requirements

For the IAS-FD, the auditor must review all financial forms to ensure that:

- The transit agency's accounting system follows the Uniform System of Accounts;
- The transit agency's accounting system follows accrual accounting or uses a directly translatable method; and
- All financial data are in accordance with NTD requirements.

The auditor must state in the IAS-FD if he or she finds that any data do not conform to NTD requirements and describe the discrepancies.

FTA Approval

FTA will approve the IAS-FD if the agency complies with one of the following conditions:

- The transit agency adopts the USOA; or
- The transit agency
 - Uses an internal accounting system other than the accounting system prescribed by the USOA;
 - Uses the accrual method of accounting or a directly translatable method; and
 - Directly translates the system and accounting categories, using a clear audit trail, to the accounting treatment and categories the USOA specifies.

IAS-FD Template

FTA provides a template of the IAS-FD in Appendix A. The NTD does not require agencies to use the exact format set forth in Appendix A; however, the independent auditor must address each item that the NTD outlines in the template. If the auditor follows the provided template closely, the statement will meet NTD requirements.

Appendix A: AUDIT TEMPLATES

Independent Auditor Statement for Financial Data

Instructions: The IAS-FD file copy should be on the independent auditor's letterhead and should be kept on file by the transit agency.

The Board of Trustees
Transit Agency Name

In connection with our regular examination of the financial statements of **[agency name]**, for the fiscal year ended **[date]**, on which we have reported separately under **[date of auditor's statement]**, we have also reviewed the reporting forms listed below and included in the report for the fiscal year ended **[date]**, required under Title 49 U.S.C. 5335(a), for conformity in all material respects with the requirements of the Federal Transit Administration (FTA) as set forth in its applicable National Transit Database (NTD) Uniform System of Accounts (USOA). Our review for this purpose included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances. We did not make a detailed examination such as would be required to determine that each transaction has been recorded in accordance with the USOA.

[Select one of the following two paragraphs for inclusion in your Statement:]

The accounting system from which this NTD report is derived follows the accounting system prescribed by the USOA. The same accounting system has been adopted and was used to compile this NTD report.

or

The accounting system from which this NTD report is derived is other than the accounting system prescribed by the USOA but uses the accrual basis of accounting and is directly translated, using a clear audit trail, to the accounting treatment and categories specified by the USOA. The same internal accounting system has been adopted and was used to compile this NTD report.

[Submit a list of the specific financial forms on which audited data are reported:]

- Sources of Funds — Funds Earned and Funds Expended form
- Uses of Capital form

- Operating Expenses forms
- Reduced Reporting – Small Systems

Based on our review, the accompanying reporting forms identified above conform in all material respects with the accounting requirements of FTA as set forth in its USOA.

Signed:

Title:

City:

Date:



Baldwin County Commission

Agenda Action Form

File #: 19-1950, **Version:** 1

Item #: BA5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Jeannie M. Peerson, Administrative Support Specialist

ITEM TITLE

City of Foley - Annexation Notification

STAFF RECOMMENDATION

Take the following actions:

1) Authorize placement of the following City of Foley's Ordinances and Resolutions related to the annexation of property within the corporate limits of the City of Foley into the minutes of the October 1, 2019, regular Baldwin County Commission meeting:

Ordinance No. 19-2000-ORD

Ordinance No. 19-2007-ORD

Ordinance No. 19-2008-ORD

Ordinance No. 19-2009-ORD

Ordinance No. 19-2010-ORD

Resolution No. 19-1202-RES

Resolution No. 19-1242-RES

2) Authorize Baldwin County Commission to notify the following departments/organizations:

Baldwin County Commission Departments

Baldwin County Commission

Baldwin County Building Inspection Department

Communications/Information Systems Department

Baldwin County Environmental Management/Solid Waste

Baldwin County Highway Department

Baldwin County 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 City of Foley submitted a copy of the following Annexation Ordinances and Resolution to the Commission to make them a part of the official record:

Ordinance No. 19-2000-ORD
Ordinance No. 19-2007-ORD
Ordinance No. 19-2008-ORD
Ordinance No. 19-2009-ORD
Ordinance No. 19-2010-ORD
Resolution No. 19-1202-RES
Resolution No. 19-1242-RES

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):

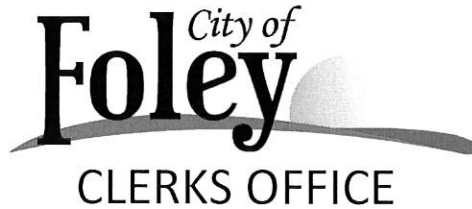
Administration - Mail Correspondence to:

Mayor John E. Koniar, Mayor
City of Foley
407 E. Laurel Avenue
Foley, Alabama 36535
ATTN: Kathryn Taylor, City Clerk

Memo to various departments/organizations.

Additional instructions/notes: N/A

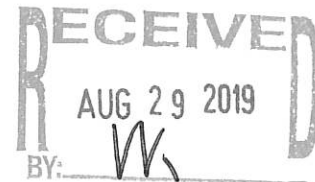
407 E. Laurel Ave.
Foley, AL 36535
251-943-1545
Fax (251) 952-4014
www.cityoffoley.org



4Bcc
WD
Kathryn A. Taylor, CMC
CITY CLERK

Kate Embry
ASSISTANT CITY CLERK

August 26, 2019



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

RE: Various Annexations

Dear Mr. Cink:

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

Various Owners (Barnwell Property) for PPIN # 36619; 99116 104086; 121386; 29203; 091172. Zoned B-1A (Extended Business District).

Alabama Armada LLC (Grand Riviera RV Resort) for PPIN# 026102; 367206. Zoned PUD (Planned Unit Development).

Majestic Manor LLC for PPIN# 376873. Zoned R-1D (Residential Single Family).

Blue Marlin Investments LLC for PPIN# 259514. Zoned R-1C (Residential Single Family).

David Vosloh for PPIN# 291629. Zoned B-3 (Commercial Local Business District). Property consists of 1 business.

Annexation By Legislative Act 2019-363 for PPIN# 360902; 341074; 90344; 100112; 107924; 24920; 56715; 113200; 113201; 113202; 113203; 113204; 113205; 367206; 269838; 276651; 26102; 119541; 72355; 90230; 91565; 114883; 234029; 51706; 119542; 98309; 315879; 254324; 82472; 30127; 77285; 262941; 3046; 15863; 273321; 231281; 41945; 90215; 91555; 91557; 54282; 342291; 60062; 21868; 376297; 1486

Resolution 19-1242 De-annexed property PPIN# 21332 owned by Henry Langford that was erroneously included in the annexation by Legislative Act 2019-363.

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

Sincerely,


Kathryn Taylor, CMC
City Clerk



City of Foley, AL

Signature Copy

Ordinance: 19-2000-ORD

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 2/ 8/2019 11:34 AM
TOTAL \$ 250.00
80 Pages

1742484



File Number: 18-0652

Enactment Number: 19-2000-ORD

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

WHEREAS, on the 19th day of November, 2018, Phillip Melton, Jody Melton, Robin Rockstall, Kimberly Dalton, Carmen Rockstall, Donald & Betty Rockstall, Dina Carlisle, Lynn Barnwell, James Barnwell, Tresa Melton and Marl Melton being the owners of all the real property hereinafter described, did file with the City Clerk petitions asking that the said tracts or parcels of land be annexed to and become a part of the City of Foley, and

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

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

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

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

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

PARCELA

Tax Map Parcel ID# 05-61-02-09-2-001-001.00 PPIN# 36619

PARCEL B

Tax Map Parcel ID# 05-61-02-09-2-001-006.000 PPIN# 99116

PARCEL C

Tax Map Parcel ID# 05-61-02-09-2-001-004.000 PPIN# 104086

PARCEL D

Tax Map Parcel ID# 05-61-02-09-2-001-005.000 PPIN# 121386

PARCEL E

Tax Map Parcel ID# 05-61-02-09-2-001-002.000 PPIN# 29203

PARCEL F

Tax Map Parcel ID# 05-61-02-09-2-001-003.000 PPIN# 091172

Section 3. Petitioners requested zoning as B-1A (Commercial Extended Business District) for all parcels. The initial zoning will be placed on an upcoming Planning Commission Agenda.

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

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

PASSED, APPROVED AND ADOPTED this 22nd day of January 2019.



President's Signature

[Handwritten Signature]

Date

1-23-19

Attest by City Clerk

Kathryn Taylor

Date

1-23-19

Mayor's Signature

[Handwritten Signature]

Date

1/24/19

I certify that the foregoing Ordinance was published in the Baldwin Times, a newspaper of general circulation in the City of Foley, in its issue of Wednesday, January 30, 2019

Kathryn Taylor
Kathryn Taylor, CMC
City Clerk



PETITION FOR ANNEXATION

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

Dated this 28 day of Oct, 2018

Philip R. Melton
Petitioner's Signature

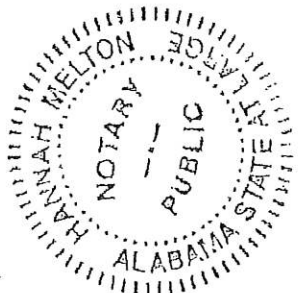
Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 28 day of October, 2018, before me personally appeared Philip R. Melton, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: JULY 13, 2019
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[Signature]
NOTARY PUBLIC
My Commission Expires: _____



STATE OF ALABAMA
BALDWIN COUNTY

On this ____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input checked="" type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed _____

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed _____

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No

Petitioner's Signature Date

Petitioner's Signature Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

CITY OF FOLEY ZONING ORDINANCE EXCERPT

B-1A EXTENDED BUSINESS DISTRICT

- A. Uses/Structures Permitted: Stores selling food, restaurants/drive-in eating places, general merchandise, automobile filling stations, automobile repair (minor), apparel, furniture, housewares and household wares, drugs and sundries, jewelry, gift items, flowers, sporting goods, and similar types; small dry cleaning and laundry pick-up stations; barber and beauty shops; shoe repair; offices; banks; post offices; office/warehouses; and similar services; any retail business not specifically restricted herein; places of amusement and assembly; motels and hotels; joint residential and commercial use, any residential use not prohibited.
- B. Uses/Structures Permitted on Appeal: Automobile repair (major); large dry cleaners and laundries, veterinary clinics/hospitals, manufacturing incidental to a retail business where articles are sold at retail on the premises, other uses not specifically restricted herein; self-storage warehouses.
- C. Uses/Structures Prohibited: Any use or structure not specifically permitted or permitted on appeal in this section or in Section 13.1.1 or 13.1.2 of Article XIII, including kennels; industrial uses not specifically permitted herein; travel trailers; mobile/manufactured dwellings; modular dwellings; and wholesale businesses.
- D. Requirements:
- | | |
|---------------------------------------------|----------------------------------------------------------------------------------------|
| Minimum Depth of Front Yard | 30 feet |
| Minimum Depth of Rear Yard | 20 feet |
| Minimum Depth of Side Yard Abutting Street | 30 feet |
| Maximum Height (feet) | 85 feet |
| Maximum Height (stories) | 6 stories |
| Maximum Building Area (% of Gross Lot Area) | 50 % |
| Maximum Residential Density per Acre | 20 units |
| Off-Street Parking (commercial): | See Article X, Section 10.1
1 space for each 400 sq.ft.
of habitable floor space |
| Off-Street Parking (residential): | 2 spaces per family unit |
| Off-Street Loading | See Article X, Section
10.1.4 |



PETITION FOR ANNEXATION

[Handwritten initials]

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

Dated this 28 day of Oct, 2018.

[Handwritten Signature]
Petitioner's Signature

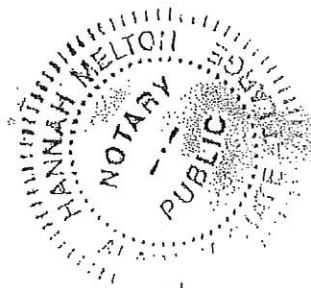
Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 28 day of October, 2018, before me personally appeared Jody Bern Nelson, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: JULY 13, 2019
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[Handwritten Signature]
NOTARY PUBLIC
My Commission Expires: _____



STATE OF ALABAMA
BALDWIN COUNTY

On this _____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input checked="" type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed _____

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed _____

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No

Petitioner's Signature Date

Petitioner's Signature Date


~~For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?~~

☐ Yes

☐ No

CITY OF FOLEY ZONING ORDINANCE EXCERPT

B-1A EXTENDED BUSINESS DISTRICT

-  A. Uses/Structures Permitted: Stores selling food, restaurants/drive-in eating places, general merchandise, automobile filling stations, automobile repair (minor), apparel, furniture, housewares and household wares, drugs and sundries, jewelry, gift items, flowers, sporting goods, and similar types; small dry cleaning and laundry pick-up stations; barber and beauty shops; shoe repair; offices; banks; post offices; office/warehouses; and similar services; any retail business not specifically restricted herein; places of amusement and assembly; motels and hotels; joint residential and commercial use, any residential use not prohibited.
- B. Uses/Structures Permitted on Appeal: Automobile repair (major); large dry cleaners and laundries, veterinary clinics/hospitals, manufacturing incidental to a retail business where articles are sold at retail on the premises, other uses not specifically restricted herein; self-storage warehouses.
- C. Uses/Structures Prohibited: Any use or structure not specifically permitted or permitted on appeal in this section or in Section 13.1.1 or 13.1.2 of Article XIII, including kennels; industrial uses not specifically permitted herein; travel trailers; mobile/manufactured dwellings; modular dwellings; and wholesale businesses.
- D. Requirements:
- | | |
|---------------------------------------------|----------------------------------------------------------------------------------------|
| Minimum Depth of Front Yard | 30 feet |
| Minimum Depth of Rear Yard | 20 feet |
| Minimum Depth of Side Yard Abutting Street | 30 feet |
| Maximum Height (feet) | 85 feet |
| Maximum Height (stories) | 6 stories |
| Maximum Building Area (% of Gross Lot Area) | 50 % |
| Maximum Residential Density per Acre | 20 units |
| Off-Street Parking (commercial): | See Article X, Section 10.1
1 space for each 400 sq.ft.
of habitable floor space |
| Off- Street Parking (residential): | 2 spaces per family unit |
| Off-Street Loading | See Article X, Section
10.1.4 |



PETITION FOR ANNEXATION

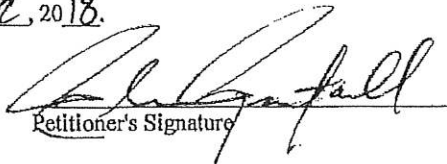
We, the undersigned PETITIONERS, owners of the property described in the attached Exhibit A and as delineated on the map attached as Exhibit B, such property being outside the corporate limits of the City of Foley, Alabama, but which is now, or at the time this petition is acted upon will be, contiguous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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

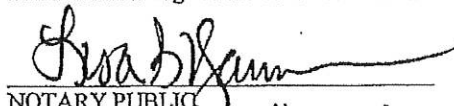
Dated this 24th day of OCTOBER, 2018.


Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 24th day of OCTOBER, 2018, before me personally appeared ROBIN ROCKSTAD, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.


NOTARY PUBLIC
My Commission Expires: 11-13-19



STATE OF ALABAMA
BALDWIN COUNTY

On this ____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input checked="" type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed _____

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed _____

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

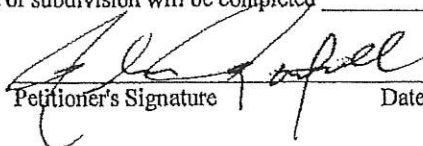
Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No



 Petitioner's Signature Date

 Petitioner's Signature Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?

☐ Yes

☐ No

CITY OF FOLEY ZONING ORDINANCE EXCERPT

B-1A EXTENDED BUSINESS DISTRICT

- A. Uses/Structures Permitted: Stores selling food, restaurants/drive-in eating places, general merchandise, automobile filling stations, automobile repair (minor), apparel, furniture, housewares and household wares, drugs and sundries, jewelry, gift items, flowers, sporting goods, and similar types; small dry cleaning and laundry pick-up stations; barber and beauty shops; shoe repair; offices; banks; post offices; office/warehouses; and similar services; any retail business not specifically restricted herein; places of amusement and assembly; motels and hotels; joint residential and commercial use, any residential use not prohibited.
- B. Uses/Structures Permitted on Appeal: Automobile repair (major); large dry cleaners and laundries, veterinary clinics/hospitals, manufacturing incidental to a retail business where articles are sold at retail on the premises, other uses not specifically restricted herein; self-storage warehouses.
- C. Uses/Structures Prohibited: Any use or structure not specifically permitted or permitted on appeal in this section or in Section 13.1.1 or 13.1.2 of Article XIII, including kennels; industrial uses not specifically permitted herein; travel trailers; mobile/manufactured dwellings; modular dwellings; and wholesale businesses.
- D. Requirements:
- | | |
|---------------------------------------------|----------------------------------------------------------------------------------------|
| Minimum Depth of Front Yard | 30 feet |
| Minimum Depth of Rear Yard | 20 feet |
| Minimum Depth of Side Yard Abutting Street | 30 feet |
| Maximum Height (feet) | 85 feet |
| Maximum Height (stories) | 6 stories |
| Maximum Building Area (% of Gross Lot Area) | 50 % |
| Maximum Residential Density per Acre | 20 units |
| Off-Street Parking (commercial): | See Article X, Section 10.1
1 space for each 400 sq.ft.
of habitable floor space |
| Off- Street Parking (residential): | 2 spaces per family unit |
| Off-Street Loading | See Article X, Section
10.1.4 |



PETITION FOR ANNEXATION

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

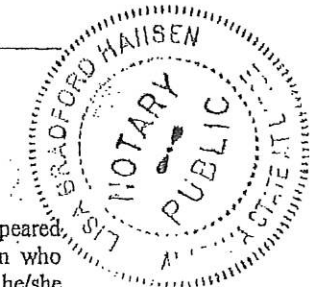
Dated this 24th day of OCTOBER, 2018.

Kimberly Rockwell Dalton
Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 24th day of OCTOBER, 2018, before me personally appeared KIM DALTON, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.



Lisa Bradford Haisen
NOTARY PUBLIC
My Commission Expires: 11-13-19

STATE OF ALABAMA
BALDWIN COUNTY

On this ____ day of _____, 20__, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input checked="" type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed _____

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed _____

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No

Kendaly R. Dalton
 Petitioner's Signature Date

 Petitioner's Signature Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

CITY OF FOLEY ZONING ORDINANCE EXCERPT

B-1A EXTENDED BUSINESS DISTRICT

- A. Uses/Structures Permitted: Stores selling food, restaurants/drive-in eating places, general merchandise, automobile filling stations, automobile repair (minor), apparel, furniture, housewares and household wares, drugs and sundries, jewelry, gift items, flowers, sporting goods, and similar types; small dry cleaning and laundry pick-up stations; barber and beauty shops; shoe repair; offices; banks; post offices; office/warehouses; and similar services; any retail business not specifically restricted herein; places of amusement and assembly; motels and hotels; joint residential and commercial use, any residential use not prohibited.
- B. Uses/Structures Permitted on Appeal: Automobile repair (major); large dry cleaners and laundries, veterinary clinics/hospitals, manufacturing incidental to a retail business where articles are sold at retail on the premises, other uses not specifically restricted herein; self-storage warehouses.
- C. Uses/Structures Prohibited: Any use or structure not specifically permitted or permitted on appeal in this section or in Section 13.1.1 or 13.1.2 of Article XIII, including kennels; industrial uses not specifically permitted herein; travel trailers; mobile/manufactured dwellings; modular dwellings; and wholesale businesses.
- D. Requirements:
- | | |
|---------------------------------------------|----------------------------------------------------------------------------------------|
| Minimum Depth of Front Yard | 30 feet |
| Minimum Depth of Rear Yard | 20 feet |
| Minimum Depth of Side Yard Abutting Street | 30 feet |
| Maximum Height (feet) | 85 feet |
| Maximum Height (stories) | 6 stories |
| Maximum Building Area (% of Gross Lot Area) | 50 % |
| Maximum Residential Density per Acre | 20 units |
| Off-Street Parking (commercial): | See Article X, Section 10.1
1 space for each 400 sq.ft.
of habitable floor space |
| Off- Street Parking (residential): | 2 spaces per family unit |
| Off-Street Loading | See Article X, Section
10.1.4 |



PETITION FOR ANNEXATION

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

Dated this 24th day of October, 2018.

Carmen B. Rockstall
Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 24 day of October, 2018, before me personally appeared Carmen B. Rockstall, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

Scott Brian Hehman
Notary Public, Alabama State At Large
My Commission Expires 6/26/2021

Scott B. Hehman
NOTARY PUBLIC
My Commission Expires: 06/26/2021



STATE OF ALABAMA
BALDWIN COUNTY

On this ____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
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| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input checked="" type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed _____

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed _____

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

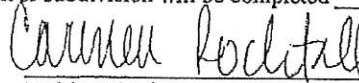
Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No

 10/24/18
 Petitioner's Signature Date

 Petitioner's Signature Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

CITY OF FOLEY ZONING ORDINANCE EXCERPT

B-1A EXTENDED BUSINESS DISTRICT

- A. Uses/Structures Permitted: Stores selling food, restaurants/drive-in eating places, general merchandise, automobile filling stations, automobile repair (minor), apparel, furniture, housewares and household wares, drugs and sundries, jewelry, gift items, flowers, sporting goods, and similar types; small dry cleaning and laundry pick-up stations; barber and beauty shops; shoe repair; offices; banks; post offices; office/warehouses; and similar services; any retail business not specifically restricted herein; places of amusement and assembly; motels and hotels; joint residential and commercial use, any residential use not prohibited.
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- D. Requirements:
- | | |
|---------------------------------------------|----------------------------------------------------------------------------------------|
| Minimum Depth of Front Yard | 30 feet |
| Minimum Depth of Rear Yard | 20 feet |
| Minimum Depth of Side Yard Abutting Street | 30 feet |
| Maximum Height (feet) | 85 feet |
| Maximum Height (stories) | 6 stories |
| Maximum Building Area (% of Gross Lot Area) | 50 % |
| Maximum Residential Density per Acre | 20 units |
| Off-Street Parking (commercial): | See Article X, Section 10.1
1 space for each 400 sq.ft.
of habitable floor space |
| Off- Street Parking (residential): | 2 spaces per family unit |
| Off-Street Loading | See Article X, Section
10.1.4 |



PETITION FOR ANNEXATION

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

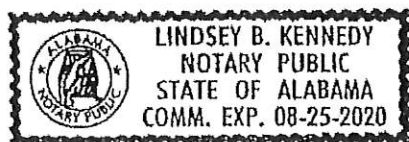
Dated this 26 day of October, 2018.

Donald A. Rockstall
Petitioner's Signature

Betty W. Rockstall
Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

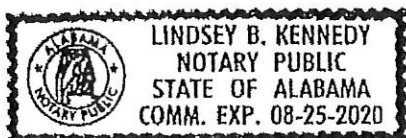
On this 26 day of October, 2018, before me personally appeared Donald A. Rockstall, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.



Lindsey B. Kennedy
NOTARY PUBLIC
My Commission Expires: 08/25/2020

STATE OF ALABAMA
BALDWIN COUNTY

On this 26 day of October, 2018, before me personally appeared Betty W. Rockstall, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.



Lindsey B. Kennedy
NOTARY PUBLIC
My Commission Expires: 08/25/2020

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input checked="" type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed _____

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed _____

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No

Petitioner's Signature Date

Petitioner's Signature Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

CITY OF FOLEY ZONING ORDINANCE EXCERPT

B-1A EXTENDED BUSINESS DISTRICT

- A. Uses/Structures Permitted: Stores selling food, restaurants/drive-in eating places, general merchandise, automobile filling stations, automobile repair (minor), apparel, furniture, housewares and household wares, drugs and sundries, jewelry, gift items, flowers, sporting goods, and similar types; small dry cleaning and laundry pick-up stations; barber and beauty shops; shoe repair; offices; banks; post offices; office/warehouses; and similar services; any retail business not specifically restricted herein; places of amusement and assembly; motels and hotels; joint residential and commercial use, any residential use not prohibited.
- B. Uses/Structures Permitted on Appeal: Automobile repair (major); large dry cleaners and laundries, veterinary clinics/hospitals, manufacturing incidental to a retail business where articles are sold at retail on the premises, other uses not specifically restricted herein; self-storage warehouses.
- C. Uses/Structures Prohibited: Any use or structure not specifically permitted or permitted on appeal in this section or in Section 13.1.1 or 13.1.2 of Article XIII, including kennels; industrial uses not specifically permitted herein; travel trailers; mobile/manufactured dwellings; modular dwellings; and wholesale businesses.
- D. Requirements:
- | | |
|---------------------------------------------|----------------------------------------------------------------------------------------|
| Minimum Depth of Front Yard | 30 feet |
| Minimum Depth of Rear Yard | 20 feet |
| Minimum Depth of Side Yard Abutting Street | 30 feet |
| Maximum Height (feet) | 85 feet |
| Maximum Height (stories) | 6 stories |
| Maximum Building Area (% of Gross Lot Area) | 50 % |
| Maximum Residential Density per Acre | 20 units |
| Off-Street Parking (commercial): | See Article X, Section 10.1
1 space for each 400 sq.ft.
of habitable floor space |
| Off- Street Parking (residential): | 2 spaces per family unit |
| Off-Street Loading | See Article X, Section
10.1.4 |



PETITION FOR ANNEXATION

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

Dated this 23 day of October, 2018

Dina Carlisle
Petitioner's Signature

John Mark Carlisle
Petitioner's Signature

STATE OF ~~ALABAMA~~ Arkansas
~~BALDWIN COUNTY~~
Baxter

On this 23rd day of October, 2018, before me personally appeared Dina Carlisle, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

OFFICIAL SEAL - #12399710
REBECCA A. REED
NOTARY PUBLIC-ARKANSAS
BAXTER COUNTY
MY COMMISSION EXPIRES: 06-20-24

[Signature]
NOTARY PUBLIC
My Commission Expires: 06-20-24

STATE OF ~~ALABAMA~~ Arkansas
~~BALDWIN COUNTY~~
Baxter

On this 23rd day of October, 2018, before me personally appeared John Carlisle, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

OFFICIAL SEAL - #12399710
REBECCA A. REED
NOTARY PUBLIC-ARKANSAS
BAXTER COUNTY
MY COMMISSION EXPIRES: 06-20-24

[Signature]
NOTARY PUBLIC
My Commission Expires: 06-20-24

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input checked="" type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed _____

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed _____

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No

Petitioner's Signature Date

Petitioner's Signature Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

CITY OF FOLEY ZONING ORDINANCE EXCERPT

B-1A EXTENDED BUSINESS DISTRICT

- A. Uses/Structures Permitted: Stores selling food, restaurants/drive-in eating places, general merchandise, automobile filling stations, automobile repair (minor), apparel, furniture, housewares and household wares, drugs and sundries, jewelry, gift items, flowers, sporting goods, and similar types; small dry cleaning and laundry pick-up stations; barber and beauty shops; shoe repair; offices; banks; post offices; office/warehouses; and similar services; any retail business not specifically restricted herein; places of amusement and assembly; motels and hotels; joint residential and commercial use, any residential use not prohibited.
- B. Uses/Structures Permitted on Appeal: Automobile repair (major); large dry cleaners and laundries, veterinary clinics/hospitals, manufacturing incidental to a retail business where articles are sold at retail on the premises, other uses not specifically restricted herein; self-storage warehouses.
- C. Uses/Structures Prohibited: Any use or structure not specifically permitted or permitted on appeal in this section or in Section 13.1.1 or 13.1.2 of Article XIII, including kennels; industrial uses not specifically permitted herein; travel trailers; mobile/manufactured dwellings; modular dwellings; and wholesale businesses.
- D. Requirements:
- | | |
|---------------------------------------------|----------------------------------------------------------------------------------------|
| Minimum Depth of Front Yard | 30 feet |
| Minimum Depth of Rear Yard | 20 feet |
| Minimum Depth of Side Yard Abutting Street | 30 feet |
| Maximum Height (feet) | 85 feet |
| Maximum Height (stories) | 6 stories |
| Maximum Building Area (% of Gross Lot Area) | 50 % |
| Maximum Residential Density per Acre | 20 units |
| Off-Street Parking (commercial): | See Article X, Section 10.1
1 space for each 400 sq.ft.
of habitable floor space |
| Off-Street Parking (residential): | 2 spaces per family unit |
| Off-Street Loading | See Article X, Section
10.1.4 |



COMMUNITY DEVELOPMENT DEPARTMENT
200 NORTH ALSTON STREET

Foley, Alabama 36535

www.cityoffoley.org
(251) 952-4011

Mary Lynn Barnwell
& Co-Owners
24734 Olive St
Elberta, AL 36530

September 26, 2018

RE: PIN# 036619

Dear Ms. Barnwell,

As you are aware, the City of Foley has plans to build a road along the eastern portion of your property. The extension of Juniper Street will be an asset to you as property owners as well as the citizens of Foley. In order to move forward with this infrastructure, the referenced property has to be annexed into the City of Foley. It is our understanding the owners of this property are ready to sign the petitions of annexation.

Since there are 12 owners of this property, each person must sign a petition & have the signature notarized as required by law. I do not have addresses for all parties but those who are local can go to City Hall at 407 East Laurel Avenue. Katy Taylor, City Clerk, will be happy to assist with the petitions. Please bring a drivers license or some form of identification & Katy will notarize your signature. For those who live out of town, they should be able to find a notary at their local bank.

Once all petitions have been signed, notarized & received by Katy, we will move forward with the annexation. The \$250 fee shown on the petition will be waived by City Council. The sooner this can be accomplished, the better for all parties. I am including 12 petitions in your letter but if you prefer to provide those addresses to us, we would be happy to mail directly to them.

I recommend your zoning be B1A – Extended Business District. A copy of the uses is included in each packet. You are currently in a Baldwin County District 30 agriculture zone. According to the Baldwin County Revenue Commissioner, the current tax on this property is \$47.50. When annexed into the City as B1A, with no change in use, the increase in your taxes would be \$52.60. I made the zoning recommendation based on the future uses on this property. A potential buyer will likely want uses allowed on adjacent properties which are B1A & PDD (Planned Development District). I will be glad to answer any zoning questions you may have so feel free to contact my office.

Sincerely,

Miriam Boutwell
Miriam Boutwell, AICP

MAYOR: John E. Konlar
CITY ADMINISTRATOR: Michael L. Thompson CITY CLERK: Kathryn Taylor
COUNCIL MEMBERS: J. Wayne Trawick; Vera Qualtes; Ralph G. Hellmich; Cedil R. Blackwell; Charles Ebert III

CITY OF FOLEY ZONING ORDINANCE EXCERPT

B-1A EXTENDED BUSINESS DISTRICT

- A. Uses/Structures Permitted: Stores selling food, restaurants/drive-in eating places, general merchandise, automobile filling stations, automobile repair (minor), apparel, furniture, housewares and household wares, drugs and sundries, jewelry, gift items, flowers, sporting goods, and similar types; small dry cleaning and laundry pick-up stations; barber and beauty shops; shoe repair; offices; banks; post offices; office/warehouses; and similar services; any retail business not specifically restricted herein; places of amusement and assembly; motels and hotels; joint residential and commercial use, any residential use not prohibited.
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| Minimum Depth of Front Yard | 30 feet |
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1 space for each 400 sq.ft.
of habitable floor space |
| Off- Street Parking (residential): | 2 spaces per family unit |
| Off-Street Loading | See Article X, Section
10.1.4 |



PETITION FOR ANNEXATION

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

Dated this 15 day of October, 2018

Lynn Samuel
Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 15 day of October, 2018, before me personally appeared Lynn Samuel, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

Shellyelett
NOTARY PUBLIC
My Commission Expires: 7/13/2019



STATE OF ALABAMA
BALDWIN COUNTY

On this ____ day of _____, 20__, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|--------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed _____

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed _____

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No

Petitioner's Signature Date

Petitioner's Signature Date

~~For Internal Use Only:~~ Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?

☐ Yes

☐ No



PETITION FOR ANNEXATION

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

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We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

Dated this 15 day of October, 2018.

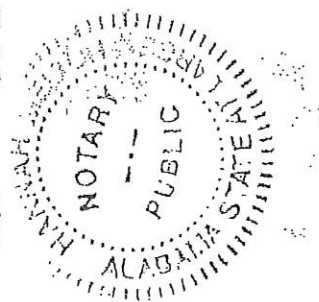
James M. Barnwell
Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 15 day of October, 2018, before me personally appeared James M. Barnwell, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

[Signature]
NOTARY PUBLIC
My Commission Expires: 7/13/2019



STATE OF ALABAMA
BALDWIN COUNTY

On this ____ day of _____, 20__, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|--------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
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| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed _____

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed _____

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No

Petitioner's Signature Date

Petitioner's Signature Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

CITY OF FOLEY ZONING ORDINANCE EXCERPT

B-1A EXTENDED BUSINESS DISTRICT

- A. Uses/Structures Permitted: Stores selling food, restaurants/drive-in eating places, general merchandise, automobile filling stations, automobile repair (minor), apparel, furniture, housewares and household wares, drugs and sundries, jewelry, gift items, flowers, sporting goods, and similar types; small dry cleaning and laundry pick-up stations; barber and beauty shops; shoe repair; offices; banks; post offices; office/warehouses; and similar services; any retail business not specifically restricted herein; places of amusement and assembly; motels and hotels; joint residential and commercial use, any residential use not prohibited.
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- D. Requirements:
- | | |
|---------------------------------------------|----------------------------------------------------------------------------------------|
| Minimum Depth of Front Yard | 30 feet |
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| Maximum Height (feet) | 85 feet |
| Maximum Height (stories) | 6 stories |
| Maximum Building Area (% of Gross Lot Area) | 50 % |
| Maximum Residential Density per Acre | 20 units |
| Off-Street Parking (commercial): | See Article X, Section 10.1
1 space for each 400 sq.ft.
of habitable floor space |
| Off- Street Parking (residential): | 2 spaces per family unit |
| Off-Street Loading | See Article X, Section
10.1.4 |



PETITION FOR ANNEXATION

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

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Dated this 15 day of October, 2018.

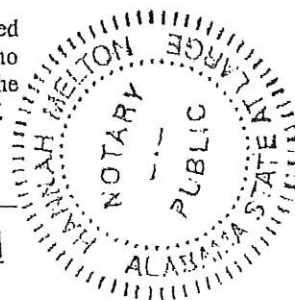
Tresa Goolsby Melton
Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 15 day of October, 2018, before me personally appeared Tresa Melton, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

[Signature]
NOTARY PUBLIC
My Commission Expires: 7/13/2019



STATE OF ALABAMA
BALDWIN COUNTY

On this ____ day of _____, 20__, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|--------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
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| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
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| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed 16

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed 0

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No

Petitioner's Signature

Date

Petitioner's Signature

Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?

☐ Yes

☐ No

CITY OF FOLEY ZONING ORDINANCE EXCERPT

B-1A EXTENDED BUSINESS DISTRICT

- A. Uses/Structures Permitted: Stores selling food, restaurants/drive-in eating places, general merchandise, automobile filling stations, automobile repair (minor), apparel, furniture, housewares and household wares, drugs and sundries, jewelry, gift items, flowers, sporting goods, and similar types; small dry cleaning and laundry pick-up stations; barber and beauty shops; shoe repair; offices; banks; post offices; office/warehouses; and similar services; any retail business not specifically restricted herein; places of amusement and assembly; motels and hotels; joint residential and commercial use, any residential use not prohibited.
- B. Uses/Structures Permitted on Appeal: Automobile repair (major); large dry cleaners and laundries; veterinary clinics/hospitals, manufacturing incidental to a retail business where articles are sold at retail on the premises, other uses not specifically restricted herein; self-storage warehouses.
- C. Uses/Structures Prohibited: Any use or structure not specifically permitted or permitted on appeal in this section or in Section 13.1.1 or 13.1.2 of Article XIII, including kennels; industrial uses not specifically permitted herein; travel trailers; mobile/manufactured dwellings; modular dwellings; and wholesale businesses.
- D. Requirements:
- | | |
|---------------------------------------------|----------------------------------------------------------------------------------------|
| Minimum Depth of Front Yard | 30 feet |
| Minimum Depth of Rear Yard | 20 feet |
| Minimum Depth of Side Yard Abutting Street | 30 feet |
| Maximum Height (feet) | 85 feet |
| Maximum Height (stories) | 6 stories |
| Maximum Building Area (% of Gross Lot Area) | 50 % |
| Maximum Residential Density per Acre | 20 units |
| Off-Street Parking (commercial): | See Article X, Section 10.1
1 space for each 400 sq.ft.
of habitable floor space |
| Off-Street Parking (residential): | 2 spaces per family unit |
| Off-Street Loading | See Article X, Section
10.1.4 |



PETITION FOR ANNEXATION

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

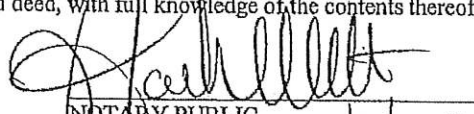
Dated this _____ day of _____, 20____.

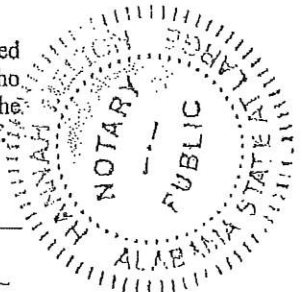

Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 15 day of October, 2018, before me personally appeared Mark Nelson, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.


NOTARY PUBLIC
My Commission Expires: 7/13/2019



STATE OF ALABAMA
BALDWIN COUNTY

On this _____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|--------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed _____

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed _____

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No

Petitioner's Signature Date

Petitioner's Signature Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

CITY OF FOLEY ZONING ORDINANCE EXCERPT

B-1A EXTENDED BUSINESS DISTRICT

- A. Uses/Structures Permitted: Stores selling food, restaurants/drive-in eating places, general merchandise, automobile filling stations, automobile repair (minor), apparel, furniture, housewares and household wares, drugs and sundries, jewelry, gift items, flowers, sporting goods, and similar types; small dry cleaning and laundry pick-up stations; barber and beauty shops; shoe repair; offices; banks; post offices; office/warehouses; and similar services; any retail business not specifically restricted herein; places of amusement and assembly; motels and hotels; joint residential and commercial use, any residential use not prohibited.
- B. Uses/Structures Permitted on Appeal: Automobile repair (major); large dry cleaners and laundries, veterinary clinics/hospitals, manufacturing incidental to a retail business where articles are sold at retail on the premises, other uses not specifically restricted herein; self-storage warehouses.
- C. Uses/Structures Prohibited: Any use or structure not specifically permitted or permitted on appeal in this section or in Section 13.1.1 or 13.1.2 of Article XIII, including kennels; industrial uses not specifically permitted herein; travel trailers; mobile/manufactured dwellings; modular dwellings; and wholesale businesses.
- D. Requirements:
- | | |
|---------------------------------------------|----------------------------------------------------------------------------------------|
| Minimum Depth of Front Yard | 30 feet |
| Minimum Depth of Rear Yard | 20 feet |
| Minimum Depth of Side Yard Abutting Street | 30 feet |
| Maximum Height (feet) | 85 feet |
| Maximum Height (stories) | 6 stories |
| Maximum Building Area (% of Gross Lot Area) | 50 % |
| Maximum Residential Density per Acre | 20 units |
| Off-Street Parking (commercial): | See Article X, Section 10.1
1 space for each 400 sq.ft.
of habitable floor space |
| Off-Street Parking (residential): | 2 spaces per family unit |
| Off-Street Loading | See Article X, Section
10.1.4 |



PETITION FOR ANNEXATION

PPIN#
091172

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

Description - 61-02-09-27-001-003.000

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

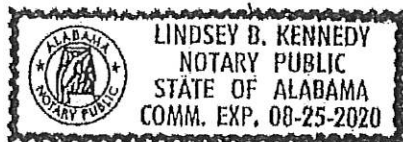
Dated this 20 day of December 2018.

Donald Alan Rockstall
Petitioner's Signature

Betty W. Rockstall
Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

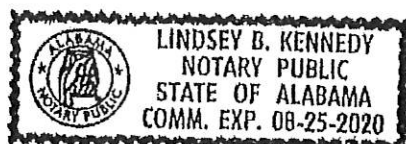
On this 20 day of December, 2018, before me personally appeared Donald Alan Rockstall, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.



Lindsey B. Kennedy
NOTARY PUBLIC
My Commission Expires: 08/25/2020

STATE OF ALABAMA
BALDWIN COUNTY

On this 20 day of December, 2018, before me personally appeared Betty W. Rockstall, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.



Lindsey B. Kennedy
NOTARY PUBLIC
My Commission Expires: 08/25/2020

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input checked="" type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE, IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed _____

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed _____

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No

Donald Alan Rockstall 12/20/2018
Petitioner's Signature Date

Betty N. Rockstall 12/20/2018
Petitioner's Signature Date

THIS INSTRUMENT PREPARED BY:

Gregory L. Leatherbury, Jr., Esq.
Hand, Arendall, L.L.C.
Post Office Box 1231
Foley, Alabama 36536
(251) 970-5511

STATE OF ALABAMA:

COUNTY OF BALDWIN:

36619

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
2004 May -13 2:45PM
Instrument Number 809243 Pages 4
Recording 12.00 Mortgage
Deed .50 Min Tax 5.00
Index .00
Archive 5.00
Adrian T. Johns, Judge of Probate

PERSONAL REPRESENTATIVE'S DISTRIBUTION DEED

THIS DEED made this 22nd day of April, 2004, by DONALD A. ROCKSTALL, as personal representative under the Will of ERNEST M. ROCKSTALL, deceased ("Decedent"), which will has been duly admitted to probate by the Probate Court of Baldwin County, Alabama, Case No. 21,568, and under which will the distribution herein is being made:

WITNESSETH:

WHEREAS, at the time of his death Decedent owned certain real property as described on EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, Donald A. Rockstall now desires to place of record a document showing that said real property is now owned by MARY LYNN BARNWELL, MARK ALAN MELTON, PHILIP R. MELTON, MARY ROCKSTALL RAY, DONALD A. ROCKSTALL, ROBIN MOORE ROCKSTALL and KIMBERLY MICHELLE ROCKSTALL under and pursuant to Article Four of the Last Will and Testament of ERNEST M. ROCKSTALL, Deceased.

NOW, THEREFORE, in consideration of the premises, Donald A. Rockstall, as personal representative under the Will of ERNEST M. ROCKSTALL, deceased, does hereby GRANT,

DISTRIBUTE, and CONVEY to, and acknowledge that there is now vested in, MARY LYNN BARNWELL, MARK ALAN MELTON, PHILIP R. MELTON, MARY ROCKSTALL RAY, DONALD A. ROCKSTALL, ROBIN MOORE ROCKSTALL and KIMBERLY MICHELLE ROCKSTALL all right, title, and interest owned by Ernest M. Rockstall at the time of his death in and to that certain real property described in EXHIBIT A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, together with the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, unto the said MARY LYNN BARNWELL, MARK ALAN MELTON, PHILIP R. MELTON, MARY ROCKSTALL RAY, DONALD A. ROCKSTALL, ROBIN MOORE ROCKSTALL and KIMBERLY MICHELLE ROCKSTALL, and to their successors and assigns, forever.

IN WITNESS WHEREOF, Donald A. Rockstall has hereunto executed this instrument under seal on the day and year first above written.

Donald A. Rockstall (SEAL)
DONALD A. ROCKSTALL, as Personal Representative
Under the Will of Ernest M. Rockstall, Deceased

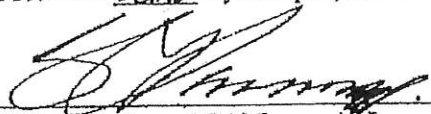
STATE OF ALABAMA:

COUNTY OF BALDWIN:

I, the undersigned Notary Public in and for said County in said State, hereby certify that DONALD A. ROCKSTALL, as Personal Representative under the Will of Ernest M. Rockstall, deceased, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as such personal representative, executed the same voluntarily on the day the same bears date.

Given under my hand and official, notarial seal this 22nd day of April, 2004.

(SEAL)



Notary Public, State Of Alabama At Large
My Commission Expires: 8/30/09

Grantor's Address:

24734 Olive Street
Elberta, AL 36530

Grantee's Address:

24734 Olive Street
Elberta, AL 36530

EXHIBIT A

LEGAL DESCRIPTION

Thirty-three (33) acres, more or less, commencing at the NE corner of the NW1/4, Section 9, T8S, R4S, Baldwin County, Alabama, thence run south 40 feet for the point of beginning, thence run south 1,280 feet, thence run west 1,030 feet, thence run north 300 feet, thence run west 300 feet, thence run north 995 feet, thence run east 665 feet, thence run south 520 feet, thence run west 209 feet, thence run north 150 feet, thence run west 125 feet, thence run south 360 feet, thence run east 125 feet, thence run north 10 feet, thence run east 417 feet, thence run north 209 feet, thence run west 80 feet, thence run northeast 45 feet, thence run north 479 feet, thence run east 515 feet to the point of beginning.

36619

THIS INSTRUMENT PREPARED BY:

Steven C. Pearson, Esq.
Hand Arendall, L.L.C.
112 West Laurel Avenue
Foley, Alabama 36535
(251) 970-5511

STATE OF ALABAMA)
COUNTY OF BALDWIN)

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
2004 December -21 3:40PM
Instrument Number 859287 Pages 5
Recording 15.00 Mortgage
Deed 10.00 Min Tax 5.00
Index 10.00
Archive 5.00
African T. Johns, Judge of Probate

CORRECTION DEED

THIS CORRECTION DEED (this "Deed") is made this 14th day of DECEMBER, 2004,
by MARY LYNN BARNWELL, a married person, MARK ALAN MELTON, a married person, PHILIP
R. MELTON, an unmarried person, MARY ROCKSTALL RAY, a married person, DONALD A.
ROCKSTALL, a married person, ROBIN MOORE ROCKSTALL, a married person and KIMBERLY
MICHELLE ROCKSTALL, an unmarried person (collectively, the "Grantors").

WITNESSETH:

WHEREAS, Donald A. Rockstall, as personal representative under the Will of ERNEST M.
ROCKSTALL, deceased (the "Decedent"), which will was duly admitted to probate by the Probate Court
of Baldwin County, Alabama, Case No. 21,568, did execute a Personal Representative's Distribution
Deed which was recorded in the Office of the Judge of Probate of Baldwin County, Alabama as
Instrument Number 809243 (the "Distribution Deed");

WHEREAS, the Distribution Deed failed to state the percentage of ownership now owned in that
certain real property owned by the Decedent at the time of his death said real property being more
particularly described on EXHIBIT A (the "Property") attached hereto and made a part hereof;

WHEREAS, the Grantors desire to correct the Distribution Deed by filing this Deed with the
records of the Office of the Judge of Probate of Baldwin County, Alabama.

NOW, THEREFORE, in consideration of the premises, Ten and No/100 Dollars (\$10.00), and
other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
Grantors, do hereby GRANT, BARGAIN, SELL AND CONVEY unto: MARY LYNN BARNWELL, an
undivided one-twelfth (1/12) interest; MARK ALAN MELTON, an undivided one-twelfth (1/12) interest;
PHILIP R. MELTON, an undivided one-twelfth (1/12) interest; MARY ROCKSTALL RAY an
undivided one-fourth (1/4) interest; DONALD A. ROCKSTALL an undivided one-fourth (1/4) interest;
ROBIN MOORE ROCKSTALL an undivided one-eighth (1/8) interest; and KIMBERLY MICHELLE
ROCKSTALL an undivided one-eighth (1/8) interest (collectively, the "Grantees"), as tenants-in-
common, the above-described Property.

**THE PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTORS
OR THE GRANTORS' SPOUSES.**


859287


The Property is conveyed subject, however, to all existing utility and drainage easements and rights-of-way, as well as the lien for current ad valorem taxes, which taxes the Grantees assume and agree to pay when due, and to all matters of public record.

TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights, members, privileges, improvements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining unto the Grantees and their respective heirs, successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed on the day and year first above written.


MARY LYNN BARNWELL


MARK ALAN MELTON


PHILIP R. MELTON


MARY ROCKSTALL RAY


DONALD A. ROCKSTALL


ROBIN MOORE ROCKSTALL


KIMBERLY MICHELLE ROCKSTALL

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority in and for said County in said State, hereby certify that **Mary Lynn Barnwell**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of November, 2004.

Mary A. Muncher

Notary Public,

My Commission expires: 8-22-06

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority in and for said County in said State, hereby certify that **Mark Alan Melton**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of November, 2004.

[Signature]

Notary Public,

My Commission expires: 8/30/09

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority in and for said County in said State, hereby certify that **Phillip R. Melton**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of November, 2004.

[Signature]

Notary Public,

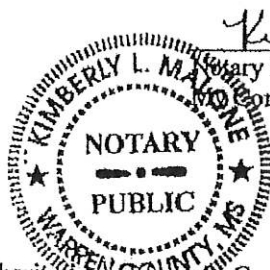
My Commission expires: 8/30/09

STATE OF MS :

COUNTY OF Warren :

I, the undersigned authority in and for said County in said State, hereby certify that **Mary Rockstall Ray**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of November, 2004.



Kimberly L. Malone
Notary Public,

My Commission expires:

My Commission Expires December 7, 2005

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority in and for said County in said State, hereby certify that **Donald A. Rockstall**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of November, 2004.

Mary A. Muncher
Notary Public,
My Commission expires: 8-27-06

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority in and for said County in said State, hereby certify that **Robin Moore Rockstall**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of December, 2004.

[Signature]
Notary Public,

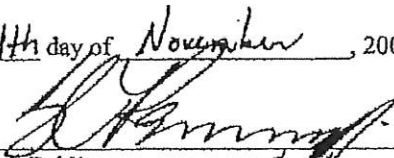
My Commission expires: 8/29/09

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority in and for said County in said State, hereby certify that **Kimberly Michelle Rockstall**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of November, 2004.



Notary Public,

My Commission expires: 8/30/09

WARRANTY DEED
WITH RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS: That ERNEST ROCKSTALL, and MYSTIE E. ROCKSTALL, husband and wife, hereinafter referred to as Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration this day cash in hand paid to them by DONALD ALAN ROCKSTALL and BETTY WHATLEY ROCKSTALL, husband and wife, hereinafter referred to as Grantees, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantees during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, subject to any matters set out below, the following described real estate situated in Baldwin County, Alabama, viz:

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

FILED 345 PAGE 1995

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this 30 day of November, 1988.

Mysie E. Rockstall (SEAL)
MYSIE E. ROCKSTALL

1988.

REC'D - CIVIL RIGHTS
FEB 10 1988
U.S. DEPT. OF JUSTICE

FEB 10 1988
U.S. DEPT. OF JUSTICE

46
FBI
JAN 27 1988
U.S. DEPT. OF JUSTICE

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Shelby Jean Cowman, a Notary Public, in and for said county and state, hereby certify that ERNEST ROCKSTALL, and MYSIE E. ROCKSTALL, husband and wife, 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal hereto affixed by me on this the 30 day of November, 1988.



Shelby Jean Cowman
Notary Public, Baldwin County, Alabama
My Commission Expires: 2/13/91

GRANTORS' ADDRESS:

20324 Mifflin Road
Foley, Alabama 36535

GRANTEES' ADDRESS:

Route 1, Box 714
Elberta, Alabama 36530

This instrument prepared by:

SAMUEL N. CROSBY
Attorney at Law
STONE, GRANADE, CROSBY & BLACKBURN, P.C.
Post Office Drawer 1509
Bay Minette, Alabama 36507

FILE 345 PAGE 1987

104086

STATE OF ALABAMA

WARRANTY DEED
WITH RIGHT OF SURVIVORSHIP

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS: That ERNEST M. ROCKSTALL and MYSIE ROCKSTALL, husband and wife, whose address is 20324 Mifflin Road, Foley, Alabama 36535, hereinafter referred to as Grantors, for and in consideration of the sum of \$1.00 (One Dollar) and other good and valuable consideration this day cash in hand paid to them by JAMES MICHAEL BARNWELL and LYNN BARNWELL, hereinafter referred to as Grantees, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantees as tenants in common and with equal rights and interest for the period or term that the Grantees shall both survive and unto the survivor of the Grantees at the death of the other, subject to any matters set out below, the following described real estate situated in Baldwin County, Alabama, viz:

Commence at the Southwest corner of the parcel heretofore conveyed by warranty deed from Ernest M. Rockstall and Mysie P. Rockstall to Philip Melton and Margaret Melton dated February 23, 1974, and recorded in Deed Book 459 at page 849, et seq. in the Office of the Judge of Probate of Baldwin County, Alabama for a point of beginning; run thence West 208.71 feet to a point; run thence North 208.71 feet to a point; run thence East 208.71 feet to a point; run thence South 208.71 feet to the Point of Beginning, containing 1 acre, more or less, and being situated in Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Easements now of record or visible on the surface of the property.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Grantees as tenants in common and with equal rights and interest for the period or term that the Grantees shall both survive and unto the survivor of the Grantees at the death of either of the other, FOREVER.

And, except for any matters set forth above and taxes hereafter falling due, the Grantors, for themselves and their heirs, executors and administrators, hereby covenant and warrant with and unto the Grantees and their assigns, and to the heirs and assigns of the survivor of them, that they are seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; that they have a good right to sell and convey the same as herein conveyed; that they will guarantee the peaceable possession thereof and they will and their heirs, executors and administrators shall, forever warrant and defend the same unto the Grantees and their assigns, and to the heirs and assigns of the survivor of them, against the lawful claims of all persons whomsoever.

REEL 392 PAGE 0972

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this the 15th day of February, 1990.

Ernest M. Rockstall (SEAL)
ERNEST M. ROCKSTALL

Mysie Rockstall (SEAL)
MYSIE ROCKSTALL

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Shelby Jean Cowman, a Notary Public, in and for said county and state, hereby certify that ERNEST M. ROCKSTALL and MYSIE ROCKSTALL, husband and wife, 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal hereto affixed by me, on this the 15th day of February, 1990.

Shelby Jean Cowman
Notary Public, Baldwin County, Alabama
My Commission Expires: 2/15/91

GRANTEES' ADDRESS:

29330 Miller Rd
Joley, AL 36535

This instrument prepared by:

SAMUEL N. CROSBY
Attorney at Law
STONE, GRANADE, CROSBY & BLACKBURN, P.C.
Post Office Drawer 1509
Bay Minette, Alabama 36507

RECORDED FILE
STATE OF ALABAMA
BALDWIN COUNTY
FEBRUARY 15 1990
JUN 22 3 36 PM '90
NOTARY PUBLIC
STATE OF ALABAMA
BALDWIN COUNTY
FEBRUARY 15 1990
NOTARY PUBLIC
STATE OF ALABAMA
BALDWIN COUNTY
FEBRUARY 15 1990

12/386

STATE OF ALABAMA
COUNTY OF BALDWIN

WARRANT DEED

THIS INSTRUMENT, made and entered into by and between ERNEST ROCKSTALL and MYRIE P. ROCKSTALL, husband and wife, hereinafter referred to as the parties of the first part, and MARK ALAN MELTON and TRESHA GOOLSBY MELTON, husband and wife, hereinafter referred to as parties of the second part, WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration this day cash in hand paid to the parties of the first part by parties of the second part, receipt whereof is hereby acknowledged, parties of the first part have granted, bargained, sold and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the parties of the second part, as joint tenants with right of survivorship together with every contingent remainder and right of reversion, the following described real estate in Baldwin County, Alabama, to-wit:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA; PROCEED S 00°02'57" E - 40 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 20; THENCE N 89°59'07" W ALONG SAID RIGHT-OF-WAY LINE 1000.26 FEET; THENCE S 00°02'57" E - 376.50 FEET TO THE POINT OF BEGINNING; THENCE N 89°57'51" E - 124.71 FEET; THENCE S 00°02'57" E - 360.00 FEET; THENCE S 89°57'51" W - 124.71 FEET; THENCE N 00°02'57" W - 360.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.0 ACRES, MORE OR LESS.

ALSO, A NON-EXCLUSIVE EASEMENT TO AND ACROSS ABOVE DESCRIBED PROPERTY FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 4 EAST, RUN SOUTH 00°02'57" EAST, 40 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 20; RUN THENCE NORTH 89°59'07" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE 1,306.86 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00°24'12" WEST, 604.9 FEET; THENCE RUN SOUTH 44°23'39" EAST, 29.31 FEET; THENCE RUN SOUTH 89°23'39" EAST, 415.56 FEET TO A POINT ON THE EAST BOUNDARY OF THE ABOVE DESCRIBED PROPERTY; THENCE RUN SOUTH 00°02'57" EAST ALONG SAID WEST BOUNDARY 30 FEET; THENCE RUN NORTH 89°23'39" WEST, 428.33 FEET; THENCE RUN NORTH 44°23'39" WEST, 54.1 FEET; THENCE RUN NORTH 00°24'12" EAST, 608.35 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 20; THENCE RUN SOUTH 89°59'07" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE 30 FEET TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD unto the said parties of the second part as joint tenants with right of survivorship, and to the survivor of them, together with every contingent remainder and right of reversion, and to the heirs and assigns of such survivor, in fee simple, FOREVER.

Conveyance of the above described property and all covenants and warranties of the Grantor hereunder (whether express, implied or statutory) is made subject to the followings:

1. Lien of taxes now or hereafter falling due.

And the said parties of the first part, for themselves and their heirs and assigns, hereby covenant and warrant with and unto the said parties of the second part, their heirs and assigns, that they are seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; and they have a good right to sell and convey the same as herein conveyed; that they will guarantee the peaceable possession thereof, and that they will and their heirs and assigns shall forever warrant and defend the same unto

RECORDED
12/05/93 PM 1:22

the said parties of the second part, their heirs and assigns, and against the lawful claims of all persons whomsoever.

WITNESS the hand and seal of the parties of the first part this 7th day of July, 1994.

Ernest Rockstall
ERNEST ROCKSTALL

Mysie P. Rockstall
MYISIE P. ROCKSTALL

STATE OF ALABAMA:
COUNTY OF BALDWIN:

I, the undersigned Notary Public in and for said County in said State, hereby certify that ERNEST ROCKSTALL and MYISIE P. ROCKSTALL, husband and wife, 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 said instrument, they executed the same voluntarily as their own free act.

Given under my hand and official seal the 7th day of July, 1994.

Notary Public
County of Baldwin
State of Alabama

(Affix Seal)

My Commission Expires: August 1, 1998

GRANTEE'S ADDRESS:
11151 COUNTY ROAD 83
ELBERTA, ALABAMA 36530

GRANTOR'S ADDRESS:
20324 MIFFLIN ROAD
FOLEY, ALABAMA 36536

This instrument prepared by
TIMOTHY P. McMAHON
402 East Laurel Avenue
Foley, Alabama 36536

Warranty Deed
84-1872
Ernest Rockstall & Mysie P. Rockstall/
Mark Alan Maiton & Susan Cecily Maiton

REEL 0593 PAGE 1222

RECORDED
STATE OF ALABAMA
BALDWIN COUNTY
1 CENTRAL INSTRUMENT WAS
FILED FOR RECORD ON
SEP 16 2 31 PM '94
23

29203

STATE OF ALABAMA

PERSONAL REPRESENTATIVE'S DEED

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS: That MARY LYNN BARNWELL, as Personal Representative of the Estate of Margaret E. Melton, Deceased, and pursuant to the terms and provisions of the Last Will and Testament of Margaret E. Melton, hereinafter referred to as Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration this day cash in hand paid to her by PHILIP R. MELTON, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, all of the interest owned by Margaret E. Melton at the time of her death, subject to any matters set forth below, the following described real property situated in Baldwin County, Alabama, viz:

Commence at the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama; run thence South 00° 02' 57" East for 40.0 feet to the South right-of-way line of County Road No. 20; run thence North 89° 59' 07" West along the South right-of-way of said County Road No. 20 for 513.82 feet to the point of beginning; run thence South 00° 56' 38" West for 479.42 feet; run thence South 33° 17' 03" West for 45.49 feet; run thence South 89° 57' 51" West for 35.90 feet; run thence North 33° 17' 03" East for 56.51 feet; run thence North 00° 56' 38" East for 470.24 feet to the South right-of-way line of said County Road No. 20; run thence South 89° 59' 07" East along said right-of-way for 30.0 feet to the point of beginning.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. All laws, rules and regulations of duly constituted governmental authorities affecting the use and enjoyment of subject property.
2. Easements or rights of way now of record or visible on the surface of said property and other matters which would be shown by survey and inspection.
3. Ad valorem taxes and assessments hereafter falling due on said property which taxes Grantee assumes and agrees to pay when due, including any ad valorem taxes resulting from change in classification of said land for ad valorem taxes.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, FOREVER.

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2004 June - 9 7:54AM

Instrument Number	A15221	Pages	2
Recording	6.00	Mortgage	
Deed		Min tax	
Index		MP	5.00
Archive	5.00		
Adrian T. Johns, Judge of Probate			

(For Recording Information)

And, the Grantor hereby covenants and warrants with and unto the Grantee, his heirs and assigns, that she is duly appointed, qualified, and acting in the fiduciary capacity described herein, and that she is duly authorized under the Last Will and Testament of Margaret E. Melton, Deceased, which was admitted to probate and record by the Probate Court of Baldwin County, Alabama, on November 17, 2003, to enter into such sale and conveyance.

IN WITNESS WHEREOF, the Grantor, in her capacity as Personal Representative of the Estate of Margaret E. Melton, Deceased, has hereunto set her hand and seal on this the 7th day of June, 2004.

Mary Lynn Barnwell
MARY LYNN BARNWELL
Personal Representative of the Estate of
Margaret E. Melton

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Anne K. Hollen, a Notary Public, in and for the State of Alabama at Large, hereby certify that MARY LYNN BARNWELL, whose name as Personal Representative of the Estate of Margaret E. Melton, Deceased, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she in her capacity as such Personal Representative and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal hereto affixed by me on this the 7th day of June, 2004.

Anne K. Hollen
Notary Public, State of Alabama at Large
My Commission Expires: 12/18/07

GRANTOR'S ADDRESS:

20330 Milfin Road
Foley, Alabama 36535

GRANTEE'S ADDRESS:

20352 Milfin Road
Foley, AL 36535

This instrument prepared by:

FRED K. GRANADE of

STONE, GRANADE & CROSBY, P.C.
Attorneys at Law
Post Office Drawer 1509
Bay Minette, Alabama 36507
(251) 937-2417

WARRANT DEED

09/172

STATE OF ALABAMA,
BALDWIN COUNTY.

BOOK 155 PAGE 187

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS Dollars to us in hand paid by Ernest M. Rockstall and wife Myrie E. Rockstall shall

the receipt whereof is hereby acknowledged I, Claude Pease, single man, do grant, bargain, sell and convey unto the said Ernest M. Rockstall and wife Myrie E. Rockstall the following described lands situated in Baldwin County, Alabama to-wit:

The North-east Quarter (NE 1/4) of
The North-west Quarter (NW 1/4) of
Section Nine (9), in
Township Eight (8), South, and
Range Four (4), East, Baldwin
County, Alabama, and containing
FORTY (40) ACRES, more or less.

To have and to hold, the same unto the said Ernest M. Rockstall and wife Myrie E. Rockstall, during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, and to the heirs and assigns of such survivor FOREVER.

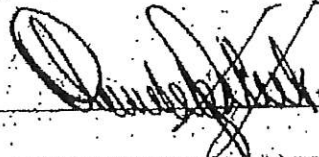
Excepting a one-half interest in a mineral right, on the north twenty (20) acres of the above described forty acres, belonging to J. S. Lowrey, Bar Miner, Ala.

TO HAVE AND TO HOLD to the said Ernest M. Rockstall and wife, Myrie E. Rockstall, their heirs and assigns forever.

And I do covenant with the said Ernest M. Rockstall and wife Myrie E. Rockstall that I am seized in fee of the above described premises; that I have the right to sell and convey the same, that the said premises are free from all encumbrances; and that I will and my heirs, executors and administrators shall forever WARRANT AND DEFEND the same to the said Ernest M. Rockstall and wife Myrie E. Rockstall, their heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hands and seal this 10 day of May, 1950, 19

WITNESS:



L. S.

L. S.

L. S.

WARRANTY DEED

FROM

TO

NO.

STATE OF ALABAMA,
BALDWIN COUNTY, SS.

This instrument was filed for record
in the Recorder's Office of Baldwin
County, aforesaid, on the _____ day
of _____ A. D., 19____, at
_____ o'clock _____ M. and record-
ed in Book _____ of Deeds
on Page _____

Judge of Probate

STATE OF ALABAMA, BALDWIN COUNTY
Recorded and I certify that the following instrument has been paid.
Deed Tax _____
Mortgage Tax _____
BY _____

Notary Public, Baldwin County, Alabama.

I, _____ a Notary Public in and for said State and County,
do hereby certify that on the _____ day of _____, 19____,
the within named _____ known to me to be the wife
of the within named _____ who, being examined
separate and apart from her husband in reference to her signature to the within conveyance,
acknowledged that she signed the same of her own free will and accord, and without fear, con-
straint or threats on the part of the husband.
In witness whereof, I hereunto set my hand and official seal this _____ day of _____, 19____.

STATE OF ALABAMA,
BALDWIN COUNTY, SS.

Notary Public, Baldwin County, Alabama.

Given under my hand and official seal this _____ day of May - 1950 19____
executed the same voluntarily on the day the same bears date.
acknowledged before me, on this day, that being informed of the contents of the said convey-
ance whose name _____ is signed to the foregoing conveyance, and who _____ known to me,
do hereby certify that _____ a Notary Public in and for said State and County,
I, _____

STATE OF ALABAMA,
BALDWIN COUNTY, SS.

155
185



Annexation

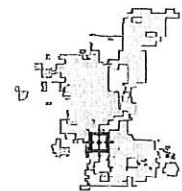
Barnwell Property PPIN# 36619

Parcel A

Created by: Katy Taylor



Overview



Legend

- Centerlines
- Foley City Limits
- ▨ County Mask
- Parcels
- Lot Lines
- Streams and Creel
- Lakes and Bays

PIN - 36619

Par Num - 001.000

Acreage - 31.870

Subdivision -

Lot -

Street Name - MIFLIN RD

Street Number - 20324

Improvement - BARN

Name - BARNWELL, MARY LYNN (1/12 INT) ETAL MELT

Address1 - 24734 OLIVE ST

Address2 -

Address3 -

City - ELBERTA

State - AL

Zip - 36530

The Information contained in the digital data distributed by the Baldwin County Commission is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness, currency, thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the county geographic database. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of the data and assume no responsibility to maintain it in any matter or form.

Date created: 12/10/2018

Last Data Uploaded: 12/9/2018 8:47:30 PM

Developed by Schneider
GEOSPATIAL

Annexation

Created by: Katy Taylor

Barnwell Property PPIN# 99116

Parcel B.



Overview



Legend

- Centerlines
- Foley City Limits
- ▤ County Mask
- Parcels
- Lot Lines
- Streams and Creeks
- Lakes and Bays

PIN - 99116
Par Num - 006.000
Acreage - 2.116

Subdivision -
Lot -
Street Name - MIFLIN RD
Street Number - 20250
Improvement -

Name - ROCKSTALL, DONALD ALAN & BETTY WHATLEY
Address1 - 24734 OLIVE ST
Address2 -
Address3 -
City - ELBERTA
State - AL
Zip - 36530

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Date created: 12/10/2018
Last Data Uploaded: 12/9/2018 8:47:30 PM

Developed by  **Schneider**
GEOSPATIAL

Annexation

Barnwell Property PPIN# 104086

Created by: Katy Taylor

Parcel C

Overview



Legend

- Centerlines
- Foley City Limits
- ▨ County Mask
- Parcels
- Lot Lines
- Streams and Creel
- Lakes and Bays



PIN - 104086
Par Num - 004.000
Acreage - 1.000
Subdivision -
Lot -
Street Name - MIFLIN RD (A)
Street Number - 20376
Improvement - RES

Name - BARNWELL, JAMES MICHAEL & LYNN
Address1 - 20376-A MIFLIN RD
Address2 -
Address3 -
City - FOLEY
State - AL
Zip - 36535

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Date created: 12/10/2018
Last Data Uploaded: 12/9/2018 8:47:30 PM

Developed by  **Schneider**
GEOSPATIAL

Annexation

Barnwell Property PPIN# 121386

Created by: Katy Taylor

Parcel D.



Overview



Legend

- Centerlines
- Foley City Limits
- County Mask
- Parcels
- Lot Lines
- Streams and Creeks
- Lakes and Bays

PIN - 121386
Par Num - 005.000
Acreage - 1.031

Subdivision -
Lot -
Street Name - MIFLIN RD (B)
Street Number - 20376
Improvement - RES

Name - MELTON, MARK ALAN ETUX TRESA GOOLSBY (ME)
Address1 - 20376-B MIFLIN RD
Address2 -
Address3 -
City - FOLEY
State - AL
Zip - 36535

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Date created: 12/10/2018
Last Data Uploaded: 12/9/2018 8:47:30 PM

Developed by  **Schneider**
GEOSPATIAL



Annexation

Barnwell Property PPIN# 29203

Created by: Katy Taylor

Parcel E.



Overview



Legend

- Centerlines
- Foley City Limits
- ▨ County Mask
- Parcels
- Lot Lines
- Streams and Creel
- Lakes and Bays

PIN - 29203
Par Num - 002.000
Acreage - 1.742
Subdivision -
Lot -
Street Name - MIFLIN RD
Street Number - 20376
Improvement - RES,BARN

Name - MELTON, PHILIP R
Address1 - 20376 MIFLIN ROAD
Address2 -
Address3 -
City - FOLEY
State - AL
Zip - 36535

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Date created: 12/10/2018
Last Data Uploaded: 12/9/2018 8:47:30 PM

Developed by Schneider
GEOSPATIAL



Annexation

Barnwell Property PPIN# 091172

Created by: Katy Taylor

Parcel F.



Overview



Legend

- Centerlines
- Foley City Limits
- ▤ County Mask
- Parcels
- Lot Lines
- ~ Streams and Creeks
- Lakes and Bays

PIN - 91172
Par Num - 003.000
Acreage - 1.011
Subdivision -
Lot -
Street Name -
Street Number - 0
Improvement -

Name - ROCKSTALL, ERNEST ET AL ROCKSTALL, MYSIE
Address1 - C/ODONALD ROCKSTALL
Address2 - 24734 OLIVE ST
Address3 -
City - ELBERTA
State - AL
Zip - 36530

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Date created: 12/20/2018
Last Data Uploaded: 12/19/2018 8:47:14 PM

Developed by Schneider
GEOSPATIAL



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Ordinance: 19-2007-ORD

File Number: 19-0079

Enactment Number: 19-2007-ORD

AN ORDINANCE APPROVING PETITION FOR ANNEXATION AND BRINGING PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF FOLEY OWNED BY ALABAMA ARMADA, LLC (Grand Riviera RV Resort)

WHEREAS, on the 28th day of January, 2019, Alabama Armada, LLC being the owner of all the real property hereinafter described, did file with the City Clerk petitions asking that the said tracts or parcels of land be annexed to and become a part of the City of Foley, and

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

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

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

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

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

PARCEL A

Tax Map Parcel ID# PPIN# 026102

PARCEL B

Tax Map Parcel ID# PPIN# 367206

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 5/3/2019 2:10 PM
TOTAL \$ 133.00
41 Pages

1757873



Section 3. Petitioners requested zoning as PUD (Planned Unit Development) for all

parcels. The initial zoning will be placed on an upcoming Planning Commission Agenda.

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

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

PASSED, APPROVED AND ADOPTED this 18th day of March, 2019.



President's Signature

[Handwritten Signature]

Date

3-19-19

Attest by City Clerk

Kathryn Taylor

Date

3-19-19

Mayor's Signature

[Handwritten Signature]

Date

3/19/19

I certify that the foregoing Ordinance was published in the Onlooker, a newspaper of general circulation in the City of Foley, in its issue of Wednesday, March 27, 2019

Kathryn Taylor
Kathryn Taylor, CMC
City Clerk



PETITION FOR ANNEXATION

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

Dated this 28 day of January, 2019.

[Signature]
Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 28 day of January, 2019, before me personally appeared Stacey Ryals, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

[Signature]
NOTARY PUBLIC

My Commission Expires DEBORAH S. RUTHERFORD
Notary Public, Alabama State At Large
My Commission Expires 08/21/2021

STATE OF ALABAMA
BALDWIN COUNTY

On this ____ day of _____, 20__, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input checked="" type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed 1

Number of occupants Adults ? Race ?

Number of businesses currently located on the property being annexed NA

(If more than one business on property, print information on back.)

Name of business NA

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☒ Yes

If yes, state estimated date the development or subdivision will be completed 01/2020

☐ No


Petitioner's Signature _____ Date _____

Petitioner's Signature _____ Date _____

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed: 12/18/2018 3:27 PM
DEED TAX \$ 60.00
TOTAL \$ 74.00
5 Pages

1255317



STATE OF ALABAMA

STATUTORY WARRANTY DEED

BALDWIN COUNTY

THIS INDENTURE, made and entered into by and between Frank Eugene Little, as Executor of the ESTATE OF DOLLY ELIZABETH LITTLE, DECEASED (hereinafter referred to as party of the first part), and Richard Dixon Little, as Trustee of the BYPASS TRUST created under the Last Will and Testament of Dolly Elizabeth Little, Deceased (hereinafter referred to as party of the second part), WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to party of the first part by party of the second part, receipt of which is hereby acknowledged, party of the first part has granted, bargained, sold and conveyed and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Richard Dixon Little, as Trustee of the BYPASS TRUST created under the Last Will and Testament of Dolly Elizabeth Little, Deceased, all of the undivided one-half (1/2) interest of the Estate of Dolly Elizabeth Little, Deceased, in and to the following described real property situated in Baldwin County, Alabama, to-wit:

The Northeast Quarter of Section 9, Township 8 South, Range 4 East consisting of 160 acres, more or less, as acquired by Frank E. Little and Dolly E. Little by deed recorded in the Office of the Judge of Probate of Baldwin County, Alabama in Deed Book 265, page 359, et seq.

LESS AND EXCEPT the following:

1. A parcel of approximately 1.2 acres conveyed by Frank E. Little and Dolly E. Little to Franklin A. Little and Janice C. Little by Warranty Deed recorded February 12, 1979 in Real Property Book 45, page 646 and subsequently reconveyed by Instrument No. 644870, which real property is described as follows: From the Northeast corner of the Northeast Quarter of Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama; thence run West along the section line a distance of 395 feet to a point; thence run South a distance of 250 feet to a point;

thence run West a distance of 210 feet to a point; thence run North a distance of 250 feet to a point on the North line of said Section 9; thence run East a distance of 210 feet to the said Point of Beginning.

2. A parcel of approximately 80.42 acres conveyed by Frank E. Little and Dolly E. Little to Charles H. Horne and Elizabeth L. Horne, husband and wife, on May 13, 1994 and recorded in the Office of the Judge of Probate of Baldwin County, Alabama in Real Property Book 574, page 170, et seq., which real property is described as follows: Commencing at the Northeast corner of Section 9, Township 8 South, Range 4 East, run South 00 degrees 00 minutes 00 seconds East, along the East line of said Section 9, 1320.56 feet to the point of beginning; continue thence South 00 degrees 00 minutes 00 seconds East along said East line 1320.50 feet; thence run North 89 degrees 55 minutes 50 seconds West, 2679.00 feet; thence run North 00 degrees 00 minutes 01 seconds West, 1320.73 feet; thence run South 89 degrees 55 minutes 10 seconds East, 1184 feet; thence run South 00 degrees 00 minutes 00 seconds East, 154.00 feet; thence run South 89 degrees 55 minutes 50 seconds East, 224.00 feet; thence run North 00 degrees 00 minutes 00 seconds West, 154.00 feet; thence run South 89 degrees 55 minutes 50 seconds East 1271.00 feet to the Point of Beginning. All being 80.42 acres, more or less, and lying in Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama. Less and except any portion lying in a public road right-of-way.

3. A parcel of approximately 20 acres conveyed by Frank E. Little and Dolly E. Little to Richard D. Little and Wynona B. Little by instrument dated September 2, 2003 which said deed is recorded in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument No. 757930, which real property is described as the West half of the Northwest Quarter of the Northeast Quarter, Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama.

4. A parcel of approximately 3 acres conveyed by Frank E. Little and Dolly E. Little to James R. Griffiths and Roberta Griffiths by deed dated November 19, 2004 and recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instrument No. 854555, which real property is described as follows: Commence at the purported Northeast corner of Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama; thence South 00 degrees 03

minutes 46 seconds East, 40.0 feet; thence North 89 degrees 59 minutes 07 seconds West, 40.0 feet to the right-of-way of County Road 20 and James Road (80 foot right-of-way) and the Point of Beginning; thence along Western right-of-way of James Road (80 foot right-of-way) South 00 degrees 03 minutes 46 seconds East, 522.75 feet to a cap rebar set; thence North 89 degrees 59 minutes 07 seconds West, 250.0 feet to a cap rebar set; thence North 00 degrees 03 minutes 46 seconds West, 522.69 feet to a cap rebar set on the South right-of-way of County Road 20; thence along said right-of-way South 89 degrees 59 minutes 07 seconds East, 250.0 feet to the Point of Beginning; containing 3.0+/- acres.

5. That certain Order of condemnation dated May 19, 2009 in that action styled Baldwin County, Alabama, et al. v. James D. Mason, et al., Case No. CV-2008-556 in the Circuit Court of Baldwin County, Alabama, filed at Instrument No. 1179690 in the Probate Court of Baldwin County, Alabama and which describes the following parcels, to-wit: A part of the Northeast Quarter of the Northeast Quarter of Section 9, Township 8 South, Range 4 East identified as Tract Number 33 on the County Road 20 Widening Project in Baldwin County, Alabama and being more fully described as follows: Commencing at Northeast corner of the Northeast Quarter of Section 9, Township 8 South, Range 4 East in Baldwin County, Alabama; thence run South 90 degrees 00 minutes 00 seconds West along the North line of said Section a distance of 605.00 feet to a point on the said Section line; thence run South 00 degrees 00 minutes 00 seconds East leaving the North line of said Section a distance of 40.00 feet to a point on the present South right-of-way of Baldwin County Road 20 said point also being the Point of Beginning of the property herein to be condemned; thence run South 00 degrees 00 minutes 00 seconds East a distance of 20.00 feet to a point on the acquired right-of-way line; thence run North 89 degrees 56 minutes 26 seconds West along said acquired right-of-way line a distance of 1404.26 feet to a point on the grantor's West property line; thence run North 00 degrees 00 minutes 01 seconds West along the grantor's West property line a distance of 20.00 feet to a point on the present South right-of-way of Baldwin County Road 20; thence run South 89 degrees 56 minutes 26 seconds East along the South right-of-way of Baldwin County Road 20 a distance of 1404.26 feet to the Point of Beginning of the property herein condemned and containing 0.650 acres, more or less.

And also commencing at the Northeast corner of the Northeast Quarter of Section 9, Township 8 South, Range 4 East in Baldwin County, Alabama; thence run South 90 degrees 00 minutes 00 seconds West along the North line of said Section a distance of 395.00 feet to a point on the said Section line; thence run South 00 degrees 00 minutes 00 seconds East leaving the North line of said Section a distance of 40.00 feet to a point on the present South right-of-way of Baldwin County Road 20 point also being the Point of Beginning of the property herein to be condemned; thence run South 89 degrees 56 minutes 26 seconds East along the South right-of-way line of Baldwin County Road 20 a distance of 105.04 feet to a point on the grantor's East property line; thence run South 00 degrees 03 minutes 46 seconds East along the grantor's East property line a distance of 20.00 feet to a point on the acquired right-of-way; thence run North 89 degrees 56 minutes 26 seconds West along the acquired right-of-way a distance of 105.07 feet to a point on the grantor's West property line; thence run North 00 degrees 00 minutes 00 seconds West along the grantor's West property line a distance of 20.00 feet to a point on the present South right-of-way of Baldwin County Road 20 and the Point of Beginning being herein condemned and containing 0.040 acres, more or less.

SUBJECT, HOWEVER, to the following:

1. Right-of-Way Deed for Public Road dated September 7, 1971, filed for record September 19, 1990, from Frank E. Little and Dolly E. Little to Baldwin County, Alabama recorded in Real Property Book 401, page 132.
2. Right-of-Way Deed for Public Road dated September 24, 1952, filed for record November 27, 1990, from Frank E. Little and Dolly E. Little, et al. to Baldwin County, Alabama recorded in Real Property Book 407, page 1095.
3. Electric Line Right-of-Way Easement dated December 15, 1994, filed for record January 11, 1995, from Frank E. Little and Dolly E. Little to Baldwin County Electric Membership Corporation recorded in Real Property Book 609, page 1081.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said BYPASS TRUST, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal on this the 13 day of October 2010.

Frank Eugene Little
Frank Eugene Little,
As Executor of the Last Will
and Testament of Dolly
Elizabeth Little, Deceased

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Tonya R. Harnille, a Notary Public, in and for said County in said State, hereby certify that Frank Eugene Little, Executor of the ESTATE OF DOLLY ELIZABETH LITTLE, DECEASED, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he in his capacity as Executor, executed the same voluntarily on the day the same bears date.

October Given under my hand and seal this 13th day of October, 2010.

Tonya R. Harnille
NOTARY PUBLIC, Baldwin County,
Alabama
My Commission Expires: 10/01/2011

PARTY OF THE FIRST PART
Address: 20750 Mifflin Road
Foley, Alabama 36535

PARTY OF THE SECOND PART
Address: 20750 Mifflin Road
Foley, Alabama 36535

This instrument prepared by:

ALLAN R. CHASON

of the firm of CHASON & CHASON, P.C.
P. O. Box 100
Bay Minette, Alabama 36507

00016128 WPD

DISCLOSURE OF LEGAL REPRESENTATION

Date: October 30, 2017

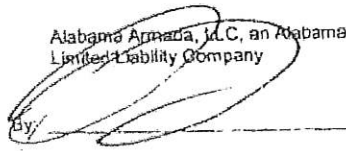
Re:

Commencing at the Northeast corner Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama; thence South, a distance of 562.75 feet to a point; thence West, a distance of 40.00 feet to 1/4 inch capped rebar "CA 700" on the West right-of-way of James Road to the POINT OF BEGINNING, said point being on the Southeast corner of Lot 1B of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C; thence South 00°02'54" East, along said right-of-way a distance of 757.01 feet to a 1/2 inch capped rebar "CA 700", thence North 89°58'04" West, leaving said right-of-way a distance of 1,231.18 feet to a 1/2 inch capped rebar "CA 700"; thence South 00°08'50" East, a distance of 153.99 feet to a 1/2 inch capped rebar "CA 700"; thence North 89°58'09" West, a distance of 223.94 feet to a 1/2 inch capped rebar "CA 700"; thence North 00°02'13" West a distance of 154.06 feet to a 1/2 inch capped rebar "CA 700"; thence South 89°59'04" West, a distance of 507.07 feet to a 1/2 inch rebar; thence North 00°03'15" West, a distance of 1,262.85 feet to a 1/2 inch capped rebar "CA 700" on the South right-of-way of County Road 20; thence South 89°51'40" East, along said right-of-way, a distance of 1,712.11 feet to a 1/2 inch capped rebar "CA 700"; thence South 00°02'23" East, leaving said right-of-way and along the West lines of Lots 1A and 1B of said Subdivision, a distance of 502.75 feet to a set 6/8 inch capped rebar at the Southwest corner of Lot 1B; thence North 89°55'43" East, along the South line of said Lot a distance of 250.00 feet to the POINT OF BEGINNING. Said property being a part of Lot 1 of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C.

The Canon of Ethics of the Alabama Bar Association requires us to disclose to you that Irby & Heard, P.C., Attorneys at Law, represents Richard D. Little, as Trustee of the Bypass Trust Created Under the Last Will and Testament of Dolly Elizabeth Little, deceased, Richard D. Little, as Executor of the Estate of Frank Eugene Little, deceased and Franklin A. Little and Jo Lynn Suell in this transaction. Irby & Heard, P.C., encourages you to retain your own legal counsel to represent you in this transaction.

The Undersigned acknowledge that Irby & Heard, P.C., has fully disclosed to us that we have the right to obtain independent legal counsel to advise us in this transaction.

Alabama Armada, LLC, an Alabama
Limited Liability Company

By: 

Its:

STATE OF ALABAMA
COUNTY OF BALDWIN

TAX AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2017, is entered into by and between Richard D. Little, as Trustee of the Bypass Trust Created Under the Last Will and Testament of Dolly Elizabeth Little, deceased, Richard D. Little, as Executor of the Estate of Frank Eugene Little, deceased and Franklin A. Little and Jo Lynn Suell, hereinafter collectively referred to as "Seller" and Alabama Armada, LLC, an Alabama Limited Liability Company, hereinafter collectively referred to as "Purchaser". The following statements are a material part of this agreement:

1. The Seller and Purchaser have entered into a Real Estate Contract wherein the Seller has agreed to sell unto the Purchaser and the Purchaser has agreed to purchase from the Seller that certain property known and designated as

Commencing at the Northeast corner Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama; thence South, a distance of 562.75 feet to a point; thence West, a distance of 40.00 feet to a 1/4 inch capped rebar "CA 700" on the West right-of-way of James Road to the POINT OF BEGINNING, said point being on the Southeast corner of Lot 1B of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C; thence South 00°02'54" East, along said right-of-way a distance of 757.01 feet to a 1/4 inch capped rebar "CA 700"; thence North 89°58'04" West, leaving said right-of-way a distance of 1,231.18 feet to a 1/4 inch capped rebar "CA 700"; thence South 00°08'50" East, a distance of 153.99 feet to a 1/4 inch capped rebar "CA 700"; thence North 89°58'09" West, a distance of 223.94 feet to a 1/4 inch capped rebar "CA 700"; thence North 00°02'13" West a distance of 154.06 feet to a 1/4 inch capped rebar "CA 700"; thence South 89°59'04" West, a distance of 507.07 feet to a 1/4 inch rebar; thence North 00°03'15" West, a distance of 1,262.85 feet to a 1/4 inch capped rebar "CA 700" on the South right-of-way of County Road 20; thence South 89°51'40" East, along said right-of-way, a distance of 1,712.11 feet to a 1/4 inch capped rebar "CA 700"; thence South 00°02'23" East, leaving said right-of-way and along the West lines of Lots 1A and 1B of said Subdivision, a distance of 502.75 feet to a set 5/8 inch capped rebar at the Southwest corner of Lot 1B; thence North 89°55'43" East, along the South line of said Lot a distance of 250.00 feet to the POINT OF BEGINNING. Said property being a part of Lot 1 of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C.

2. In connection with the preparation of the HUD-1 Settlement Statement or Closing Disclosure, the ad Valorem property taxes have been computed based upon the tax amount paid for the preceding taxable year.
3. The parties hereto have been advised by Irby & Heard, P.C., the Closing Agent, that the taxes for the current year may differ from the taxes paid in the preceding year due to any one or more of the following reasons:
 - A. Tax credits issued by the State of Alabama or the County Tax Office;
 - B. Reassessment of property values by the County Tax Assessor;
 - C. Change in assessment ratio;
 - D. Change in millage rate;
 - E. Change in tax valuation mandated by the State of Alabama or the county Tax Assessor;
 - F. Change of status of property from unimproved to improved.

4. The parties each acknowledge a personal property tax may also be assessed, and Purchaser shall pay the total amount of all applicable taxes when due.

Therefore the parties hereto agree as follows:


1. When the tax bill for the current taxes is issued, the Seller shall forward the bill to the Purchaser.
2. In the event the proration of the taxes, as reflected on the HUD-1 Settlement Statement or Closing Disclosure, does not reflect a fair and equitable division of the taxes for the subject year based upon the proration of the current tax bill, the party receiving excess funds, if any, shall refund such excess funds to the other party. In the event insufficient funds were collected, the Seller agrees to reimburse to the Purchaser the difference between the amount collected at closing and the prorated amount based upon the current tax bill refund to the Purchaser.
3. The parties hereto recognize that Irby & Heard, P.C., as Closing Agent, has prepared the proration of taxes based upon the last paid tax amount and, in the event the property was unimproved for the preceding tax year, it represents its best estimate of the tax amount, and the closing agent has collected necessary escrow funds and made such prorations based upon those calculations. The parties hereto agree to accept the tax proration(s) as shown on the HUD-1 Settlement Statement or Closing Disclosure and to hold and save Irby & Heard, P.C. and Commonwealth Land Title Insurance Company harmless from and against any and all liabilities or claims of liability, losses, costs, charges, expenses and damages of any kind of character whatsoever by reason of any change in property classification, change in current use status, loss of homestead or unreported improvements resulting in escape taxes and any change in property valuation or ad Valorem or other taxes. The parties hereto specifically hold harmless Irby & Heard, P.C. and Commonwealth Land Title Insurance Company from any and all costs, charges or assessments in connection with any increased tax amount.
4. Purchaser acknowledges all taxes are paid in arrears and Purchaser may not receive a bill, however, Purchaser shall still be responsible for the payment of said taxes when due.

The taxes for the current year have been reversed prorated at closing. Said tax bill will become due and payable on October 1, 2017, and will be delinquent if not paid on or before December 31, 2017, and will be paid by Purchaser.

Purchaser also acknowledges the taxes for the following years will become due and payable on October 1st of each year, and will be delinquent if not paid on or before December 31st of such year. Purchaser further acknowledges and understands Purchaser shall be solely responsible for contacting the Baldwin County Revenue Office to properly assess the above said property for taxes and pay same when due regardless of whether Purchaser receives a bill for same. Purchaser must contact the Baldwin County Revenue Commissioner's office, Baldwin County Courthouse, Post Office Box 1549, Bay Minette, Alabama, 36507, telephone number (251) 937-0245, to pay any said taxes when due and change the assessment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2017

Seller:



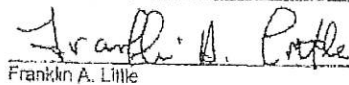
Witness

Richard D. Little, as Trustee of the Bypass Trust
Created Under the Last Will and Testament of
Dolly Elizabeth Little, deceased and as Executor
Of the Estate of Frank Eugene Little, deceased

Address:

Telephone:

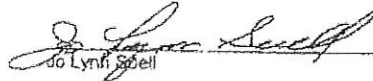
Witness


Franklin A. Little

Address:

Telephone:

Witness


Jo Lynn Sobell

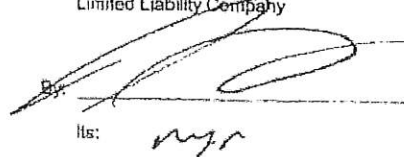

Address:

Telephone:

Purchaser:

Witness

Alabama Armada, LLC, an Alabama
Limited Liability Company


Its: 

Address:

Telephone:

F:\WDD\DCSVH\DOCS\156411173321\DISCLOS\00626821.DOC

Statement

Irby & Heard, P.C. has been informed that certain Purchasers have received the attached Deed Processing Notice after closing the purchase of their home or of their investment property. The attached Deed Processing Notice offers to obtain for Purchasers, a copy of their Deed after closing.

The purpose of this Statement is to advise you that there is no need to purchase the service offered by the attached Notice if the transaction is closed by Irby & Heard, P.C.

Irby & Heard, P.C. will send the original, recorded Deed to you along with your Owners Policy of Title Insurance. There is no need for you to pay a third party for a copy of your Deed when you will receive the original, recorded Deed directly from us.

This Statement is given on this _____ day of _____, 2017.

Alabama Armada, LLC, an Alabama
Limited Liability Company

By: _____

Its: _____

PROPERTY TRANSFER SERVICE
1736 1 Street NW 9th Floor
Washington, DC 20006
PHONE: 800-835-4460

DEED PROCESSING NOTICE

John Doe
123 Any Street
Daphne, AL 36526-8109
[Barcode]

MIXED AADO 076

PROPERTY NO:	
999999999	
COUNTY:	
BALDWIN	
Due Date	Amount Due
02/22/2013	\$63.00

Print and mail.

February 2013

02/22/2013

Compliance Response Date
Document Number
99999-99999-99999

Please Respond By: 02/22/2013

Why you need a copy of your current Grant Deed and property profile?

Property Transfer Service recommends that all AL homeowners obtain a copy of their current Grant Deed. This document provides evidence that the property at 123 Any Street, Daphne, was in fact transferred to the individual(s) John Doe.

A Property Profile provides a wealth of information useful in understanding a subject property's makeup. This report includes the property address, owner's name, comparable values, and legal description or parcel identification number. This report will return all pertinent property and owner information for the designated property.

Records obtained through public information show a deed was recorded in your name John Doe on 20130117, which indicates your ownership and or interest in the specified property below.

BALDWIN COUNTY PUBLIC INFORMATION

Purchase or Transfer Date: 20130117
Sale Amount: \$109,350.00
Land Value ID: 156-83
Improvements: 24

Year Built: 1996
Lot Code: C010
Pool: N/A
Square Feet: 1446

Doc Number: 55-90
Property Zone: 20100922
Use Code: 262
Parcel No: 99999999

Legal Property Address: 123 Any Street, Daphne, AL 36526-8109

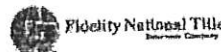
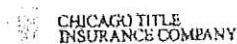
To obtain a copy of your Deed and complete Property Profile, please detach and return in the enclosed envelope with your processing fee of \$63.00. You will receive your documents and report within 21 business days.

Upon receipt of your processing fee, your request will be submitted for document preparation and review. If for any reason your request for deed and property profile cannot be obtained, your processing fee will be immediately refunded.

Property Transfer Service is not affiliated with the county in which your deed is filed in, nor affiliated with any government agencies. This offer serves as a solicitation for services and not to be interpreted as a bill due.

This product or service has not been approved, or endorsed by any government agency, and this offer is not being made by an agency of the government. This is not a bill. This is a solicitation; you are under no obligation to pay the amount stated, unless you accept this offer.

THIS SERVICE TO OBTAIN A COPY OF YOUR GRANT DEED OR OTHER RECORD OF TITLE IS NOT ASSOCIATED WITH ANY GOVERNMENTAL AGENCY. YOU CAN OBTAIN A COPY OF YOUR GRANT DEED OR OTHER RECORD OF TITLE FROM THE COUNTY RECORDS IN THE COUNTY WHERE YOUR PROPERTY IS LOCATED BY FEE OR BY MAIL.



NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: ALABAMA ARMADA, LLC, AN ALABAMA LIMITED LIABILITY COMPANY

RICHARD D. LITTLE, AS TRUSTEE OF THE BYPASS TRUST
CREATED UNDER THE LAST WILL AND TESTAMENT OF
DOLLY ELIZABETH LITTLE, DECEASED, RICHARD D.
LITTLE, AS EXECUTOR OF THE ESTATE OF FRANK
EUGENE LITTLE, DECEASED AND FRANKLIN A. LITTLE AND
JO LYNN SUELL

RE: AGENT/APPROVED ATTORNEY: Irby & Heard, P.C.
AGENT FILE NUMBER: 17332

In accordance with Alabama law, specifically §27-3-6 1, Code of Alabama (1975), this notice of availability of closing or settlement protection is required to be made to you. You are the lender, buyer, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Commonwealth Land Title Insurance Company and in the form approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is charged per covered party as set out below.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "CPL"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the CPL:

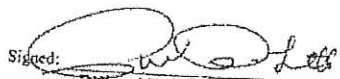
- 1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the CPL, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
- 2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the CPL, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the CPL, or if you have indicated below that you request settlement or closing protection, and have paid the quoted cost. If title insurance is not purchased by any party, this offer of closing or settlement protection is VOID, or if the commitment or title insurance policies are issued by a different underwriter than the underwriter who issued the CPL, this offer of closing or settlement protection is VOID.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice. Lender requests settlement or closing protection per its written closing instructions to settlement provider or declines as set out below:

Buyer/Borrower(s)	request <input type="checkbox"/>	decline <input type="checkbox"/>	settlement or closing protection charge \$ 25.00
Seller(s)	request <input type="checkbox"/>	decline <input checked="" type="checkbox"/>	settlement or closing protection charge \$ 50.00
Lender		decline <input type="checkbox"/>	settlement or closing protection charge \$ 25.00
TOTAL			\$ _____

Remit payment to: Agency Operations, 100 Corporate Ridge, Suite 120, Birmingham, AL 35242

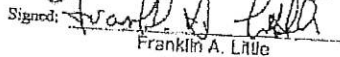
Signed: 
Richard D. Little, as Trustee of
the Bypass Trust Created Under
the Last Will and Testament of
Dolly Elizabeth Little, deceased
and as Executor of the Estate of
Frank Eugene Little, deceased

10-30-17
Date

Alabama Armada, LLC, an Alabama
Limited Liability Company

Its: 

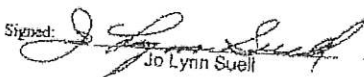
10-30-17
Date

Signed: 
Franklin A. Little

10-30-17
Date

Signed: _____

Date _____

Signed: 
Jo Lynn Suell

10-30-17
Date

Signed: _____

Date _____

STATE OF ALABAMA

STATUTORY WARRANTY DEED

BALDWIN COUNTY

THIS INDENTURE, made and entered into by and between Richard D. Little, as Trustee of the BYPASS TRUST CREATED UNDER THE LAST WILL AND TESTAMENT OF DOLLY ELIZABETH LITTLE, DECEASED; Richard D. Little, as Executor of the ESTATE OF FRANK EUGENE LITTLE, DECEASED; and FRANKLIN A. LITTLE and JO LYNN SUELL, husband and wife (hereinafter referred to as parties of the first part), and ALABAMA ARMADA, LLC, an Alabama limited liability company (hereinafter referred to as party of the second part), and

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to parties of the first part by party of the second part, receipt of which is hereby acknowledged, parties of the first part have granted, bargained, sold, and conveyed and by these presents do hereby GRANT, BARGAIN, SELL, and CONVEY unto the said ALABAMA ARMADA, LLC, an Alabama limited liability company, the following described real property situated in Baldwin County, Alabama, to-wit:

Commencing at the Northeast corner Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama; thence South, a distance of 562.75 feet to a point; thence West, a distance of 40.00 feet to a 1/2 inch capped rebar "CA 700" on the West right-of-way of James Road to the Point of Beginning, said point being on the Southeast corner of Lot 1B of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C; thence South 00°02'54" East, along said right-of-way a distance of 757.01 feet to a 1/2 inch capped rebar "CA 700"; thence North 89°58'04" West, leaving said right-of-way a distance of 1,231.18 feet to a 1/2 inch capped rebar "CA 700"; thence South 00°08'50" East, a distance of 153.99 feet to a 1/2 inch capped rebar "CA 700"; thence North 89°58'03" West, a distance of 223.94 feet to a 1/2 inch capped rebar "CA 700"; thence North 00°02'13" West a distance of 154.06 feet to a 1/2 inch capped rebar "CA 700"; thence South 89°59'04" West, a distance of 507.07 feet to a 1/2 inch rebar; thence North 00°03'15" West, a distance of 1,262.85 feet to a 1/2 inch capped rebar "CA 700" on the South right-of-way of County Road 20; thence

South 89°51'40" East, along said right-of-way, a distance of 1,712.11 feet to a 1/2 inch capped rebar "CA 700"; thence South 00°02'23" East, leaving said right-of-way and along the West lines of Lots 1A and 1B of said Subdivision, a distance of 502.75 feet to a set 5/8 inch capped rebar at the Southwest corner of Lot 1B; thence North 89°55'43" East, along the South line of said Lot a distance of 250.00 feet to the Point of Beginning. Said property being a part of Lot 1 of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C.

SUBJECT, HOWEVER, to the following:


1. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel in, on, and under subject property.
2. Right-of-Way Deed for Public Road from Frank E. Little and Dolly E. Little to Baldwin County, Alabama, dated September 7, 1971 and recorded September 19, 1990, in Real Property Book 401, page 132.
3. Right-of-Way Deed for Public Road from Frank E. Little and Dolly E. Little, et al. to Baldwin County, Alabama, dated September 24, 1958 and recorded November 27, 1990, in Real Property Book 407, page 1095.
4. Electric Line Right-of-Way Easement from Frank E. Little and Dolly E. Little to Baldwin County Electric Membership Corporation recorded in Real Property Book 609, page 1081.
5. Drainage Easement from Richard Dixon Little, as Executor of the Estate of Frank E. Little, Deceased, and Richard Dixon Little, as Trustee of the Bypass Trust Created Under the Last Will and Testament of Dolly Elizabeth Little, Deceased, to 2020, LLC, an Alabama limited liability company, dated July 19, 2017 and recorded July 25, 2017, as Instrument Number 1646476, pages 1 through 4.
6. Reservation of oil, gas, and minerals as contained in deed from M. W. Childress and Delores Childress to Frank E. Little and Dolly E. Little, dated May 14, 1958 and recorded May 20, 1958 in Deed Book 265, pages 359 through 360.
7. Wire fence not being located on the true South line of the property described hereinabove, as shown on survey by David Lowery dated July 2017.

8. Minimum building setback lines and drainage and utility easements and other matters shown on Slide Number 2236-C.

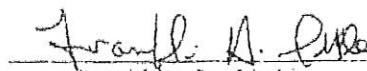
Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said ALABAMA ARMADA, LLC, its successors and assigns, FOREVER.

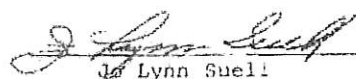
IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals on this the ____ day of _____, 2017.

 (SEAL)

Richard D. Little,
as Trustee of the Bypass Trust
Created Under the Last Will
and Testament of Dolly
Elizabeth Little, Deceased,
and as Executor of the Estate
of Frank Eugene Little,
Deceased

 (SEAL)

Franklin A. Little

 (SEAL)

Lynn Suel

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Richard D. Little, as Trustee of the BYPASS TRUST CREATED UNDER THE LAST WILL AND TESTAMENT OF DOLLY ELIZABETH LITTLE, DECEASED, and as Executor of the ESTATE OF FRANK EUGENE LITTLE, DECEASED, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacities as such Trustee and Executor, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ____ day of _____, 2017.

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 **FRANKLIN A. LITTLE**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2017.

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 **JO LYNN SUELL**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2017.

NOTARY PUBLIC, Baldwin County,
Alabama

My Commission Expires: _____

PARTIES OF THE FIRST PART

Address: 1135 Grove Park Lane
Earlysville, Virginia 22936

PARTY OF THE SECOND PART

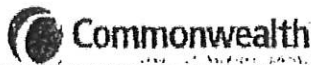
Address: 956 Commerce Loop
Gulf Shores, Alabama 36542

This instrument prepared by:

ALLAN R. CHASON

of the firm of CHASON & CHASON, P.C.
P. O. Box 100
Bay Minette, Alabama 36507
(251) 937-2191

06028744 WPD



File No.: 17332

COMMITMENT FOR TITLE INSURANCE

Issued by

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 120 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

By:

Authorized Officer or Agent

Irby & Heard, PC
317 Magnolia Ave
Fairhope, AL 36532
Tel: 251-928-4555
Fax: 251-928-7993



By:

President

Attest:

Secretary

81C114

81C114 ALTA Commitment - 2006 - 120 Days

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



File No. 17332

Commitment No. 17332,81C114-211941076

SCHEDULE A

Transaction Identification Data for reference only:
Issuing Agent: IRBY & HEARD, P. C.
Issuing Office: 317 Magnolia Avenue, Fairhope, AL 36532
ALTA Universal ID:
Loan ID Number:
Commitment Number: 17332,81C114-211941076
Issuing Office File Number: 17332
Property Address: 20868 Mifflin Rd., Foley, AL 36535
Revision Number: 1

1. Commitment Date: October 9, 2017 at 8:00 am

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured: Alabama Armada, LLC, an Alabama Limited Liability Company

Proposed Policy Amount: \$2,200,000.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Richard D. Little, as Trustee of the Bypass Trust Created Under the Last Will and Testament of Dolly Elizabeth Little, deceased, Richard D. Little, as Executor of the Estate of Frank Eugene Little, deceased and Franklin A. Little and Jo Lynn Suell

5. The Land is described as follows:

Commencing at the Northeast corner Section 9, Township 8 South, Range 4 East, Baldwin County, Alabama; thence South, a distance of 582.75 feet to a point; thence West, a distance of 40.00 feet to a 1/4 inch capped rebar "CA 700" on the West right-of-way of James Road to the POINT OF BEGINNING, said point being on the Southeast corner of Lot 18 of Griffiths Subdivision as shown on Plat recorded on Slide Number 2238-C; thence South 00°02'54" East, along said right-of-way a distance of 757.01 feet to a 1/4 inch capped rebar "CA 700"; thence North 89°58'04" West, leaving said right-of-way a distance of 1,231.18 feet to a 1/4 inch capped rebar "CA 700"; thence South 00°08'50" East, a distance of 153.98 feet to a 1/4 inch capped rebar "CA 700"; thence North 89°58'08" West, a distance of 223.94 feet to a 1/4 inch capped rebar "CA 700"; thence North 00°02'13" West a distance of 154.08 feet to a 1/4 inch capped rebar "CA 700"; thence South 89°59'04" West, a distance of 507.07 feet to a 1/4 inch rebar; thence North 00°03'15" West, a distance of 1,262.85 feet to a 1/4 inch capped rebar "CA 700" on the South right-of-way of County Road 20; thence South 89°51'40" East, along said right-of-way, a distance of 1,712.11 feet to a

IRBY & HEARD, P. C.

By: 

AUTHORIZED OFFICER OR AGENT

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C1658

ALTA Commitment for Title Insurance 8-1-16

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File No. 17332

Commitment No. 17332,51C114-211241076

½ inch capped rebar "CA 700"; thence South 00°02'23" East, leaving said right-of-way and along the West lines of Lots 1A and 1B of said Subdivision, a distance of 502.75 feet to a set 5/8 inch capped rebar at the Southwest corner of Lot 1B; thence North 89°55'43" East, along the South line of said Lot a distance of 250.00 feet to the POINT OF BEGINNING. Said property being a part of Lot 1 of Griffiths Subdivision as shown on Plat recorded on Slide Number 2236-C.

This page is only a part of a 2010 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C165B

ALTA Commitment for Title Insurance 8-1-16

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File No. 17332

Commitment No. 17332,81C114-211941078

SCHEDULE B - PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- a. Properly executed Statutory Warranty Deed from Richard D. Little, as Trustee of the Bypass Trust Created Under the Last Will and Testament of Dolly Elizabeth Little, deceased, Richard D. Little, as Executor of the Estate of Frank Eugene Little, deceased and Franklin A. Little and Jo Lynn Suell, and spouses, if married when required by statute to Alabama Armada, LLC, an Alabama Limited Liability Company conveying the subject property set forth under Schedule A.
5. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.
6. Payment of 2017 State and County taxes under assessment to Little, Franklin Eugene (Account Number 367208) (Tax District 02) (Parcel Number 61-02-09-0-001-002.004). The ad valorem tax bill indicates that the 2017 taxes are due in the amount of \$209.44.
7. Payment of 2017 State and County taxes under assessment to Little, Franklin E. (1/2 Int) et al Little, R (Account Number 26102) (Tax District 02) (Parcel Number 61-02-09-0-001-002.000). The ad valorem tax bill indicates that the 2017 taxes are due in the amount of \$177.52.

Note: This property is assessed under "Current Use", and is subject to future penalty.

TAXES

All ad valorem taxes which have become due against the property described in Schedule A are marked EXEMPT. Said property being assessed to Little, Franklin A for the year 2017 State and County taxes (Account Number 26103) (Tax District 02) (Parcel Number 61-02-09-0-001-001.000). The ad valorem tax bill indicates that the 2017 taxes are EXEMPT.

Note: This property is assessed under "Current Use", and is subject to future penalty.

The above tax information has been based on the present tax valuation and classification as to use in the Office of the Revenue Commissioner of Baldwin County but is subject to any future adjustment that may be either the Revenue Commissioner or the Board of Equalization of Baldwin County.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice, this Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, and Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C165B

ALTA Commitment for Title Insurance 8-1-16

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File No. 17332

Commitment No. 17332, 61C114-211941078

SCHEDULE B - PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. All assessments and taxes for the year 2018 and subsequent years, a lien not yet due and payable.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Rights or claims of parties in possession not shown by the public records.
5. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
6. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
7. Right-of-Way Deed for Public Road from Frank E. Little and Dolly E. Little to Baldwin County, Alabama, dated September 7, 1971 and recorded September 19, 1990, in Real Property Book 401, Page 132.
8. Right-of-Way Deed for Public Road from Frank E. Little and Dolly E. Little, et al. to Baldwin County, Alabama, dated September 24, 1959 and recorded November 27, 1990, in Real Property Book 407, Page 1095.
9. Electric Line Right-of-Way Easement from Frank E. Little and Dolly E. Little to Baldwin County Electric Membership Corporation recorded in Real Property Book 600, Page 1081.
10. Drainage Easement from Richard Dixon Little, as Executor of the Estate of Frank E. Little, deceased and Richard Dixon Little, as Trustee of the Bypass Trust created under the Last Will and Testament of Dolly Elizabeth Little, deceased to 2020, LLC, an Alabama Limited Liability Company, dated July 19, 2017 and recorded July 25, 2017, as Instrument Number 1646476, Pages 1 through 4.
11. Reservation of oil gas and minerals as contained in deed from M.W. Childress and Delores Childress to Frank E. Little and Dolly E. Little, dated May 14, 1958 and recorded May 20, 1958 in Deed Book 265, Pages 359 through 360.
12. Wire fence not being located on the true South line of the property described in Schedule "A", as shown on survey by David Lowery dated July 2017.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, and Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

61C185B

ALTA Commitment for Title Insurance 6-1-18

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File No. 17332

Commitment No. 17332, 81C114-211941078

13. Minimum building setback lines and drainage and utility easements and other matters shown on Slide Number 2238-C.

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81C165B

ALTA Commitment for Title Insurance 8-1-16

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This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by Irby & Heard, P.C. This Privacy Notice is not applicable to any web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than Irby & Heard, P.C.

Collection and Use of Information

The types of personal information Irby & Heard, P.C. collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SID), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities or from our affiliates or others.

Information collected by Irby & Heard, P.C. is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about Irby & Heard, P.C.'s, Irby & Heard, P.C.'s affiliates and third parties' products and services.

When Information Is Disclosed By Irby & Heard, P.C.

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) in various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction.
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf.
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2)

enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of Irby & Heard, P.C., its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, and protect the rights, property, or personal safety of Irby & Heard, P.C., our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the Irby & Heard, P.C. business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Choices with Your Personal Information

Whether you submit Personal Information to Irby & Heard, P.C. is entirely up to you. You may decide not to submit Personal Information, in which case Irby & Heard, P.C. may not be able to provide certain services or products to you.

You may choose to prevent Irby & Heard, P.C. from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure and use by a third party that is not acting as an agent of Irby & Heard, P.C.. As described above, there are some uses from which you cannot opt-out. If Irby & Heard, P.C. collects Personal Information from you, such information will not be disclosed or used by Irby & Heard, P.C. for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

Access and Correction

To access your Personal Information in the possession of Irby & Heard, P.C. and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your Consent to This Privacy Notice

By submitting Personal Information to Irby & Heard, P.C., you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Irby & Heard, P.C.
Post Office Box 1031
Fairhope, Alabama 36533

EFFECTIVE AS OF: JUNE 1, 2014

FAWDDOCS\HDOCS\5641117332\NOTICE\0612804.DOCX

A. Settlement Statement	
U.S. Department of Housing and Urban Development	
OMB No. 2502-0002	
B. TYPE OF LOAN	
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Con. Fin.	
4. <input type="checkbox"/> JVA 5. <input type="checkbox"/> Con. Fin.	
6. FILE NUMBER	7. LOAN NUMBER
17372	
8. MORTGAGE INSURANCE CASE NUMBER	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "info only" were paid outside the closing. They are shown here for information purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction include a fine and imprisonment. For details see 18 U.S.C. Secs. 1001 and 1003.	
D. NAME OF BORROWER Alabama Armada, LLC, an Alabama Limited Liability Company	
E. NAME OF SELLER: Richard D. Little, as Trustee of the Bypass Trust Created Under the Last Will and Testament of Delly Elizabeth Little, deceased and Richard D. Little, as Executor of the Estate of Frank Eugene Little, deceased and Franklin A. Little and Jo Lynn Suell	
F. NAME OF LENDER:	
G. PROPERTY ADDRESS: 20868 Millin Rd., Foley, AL 36535	
Mets and Bounds, 9/8 South A East	
H. SETTLEMENT AGENT: Irby & Heard, P.C.	
I. PLACE OF SETTLEMENT: 317 Magnolia Avenue, Natchez, AL 36532	
J. SETTLEMENT DATE: 10/30/2017	
J. SUMMARY OF BORROWER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER	400. GROSS AMOUNT DUE TO SELLER
101. Contract sales price	401. Contract sales price
2,200,000.00	2,200,000.00
102. Personal Property	402. Personal Property
103. Settlement charges to borrower (line 1400)	403. Settlement charges to seller (line 1400)
2,859.00	28,660.17
104.	404.
105.	405.
106.	406.
Adjustments for items paid by seller in advance	
107. City/town taxes	407. City/town taxes
108. County taxes	408. County taxes
109. State/city taxes	409. State/city taxes
110.	410.
111.	411.
112.	412.
120. GROSS AMOUNT DUE FROM BORROWER	420. GROSS AMOUNT DUE TO SELLER
2,202,859.00	2,200,000.00
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER	500. REDUCTIONS IN AMOUNT DUE TO SELLER
201. Deposit of earnest money	501. Excess Proceeds Instructional
25,000.00	25,000.00
202. Principal amount of new loans	502. Settlement charges to seller (line 1400)
203. Existing unpaid loans subject to	503. Existing unpaid loans subject to
204.	504. Payoff of existing mortgage loan
205.	505.
206.	506.
207.	507.
208.	508.
209.	509.
Adjustments for items unpaid by seller	
210. City/town taxes	510. City/town taxes
211. County taxes	511. County taxes
212. State/city taxes	512. State/city taxes
213.	513. Proceeds to Franklin A. Little
214.	514. and Jo Lynn Suell
215.	515. Proceeds to
216.	516. Richard D. Little as Executor
217.	517. Proceeds to
218.	518. Richard D. Little as Trustee
219.	519.
220. TOTAL PAID BY/ FOR BORROWER	520. TOTAL REDUCTION AMOUNT DUE SELLER
25,030.74	2,200,000.00
300. CASH AT SETTLEMENT FROM OR TO BORROWER	600. CASH AT SETTLEMENT TO OR FROM SELLER
301. Gross amount due from borrower (line 120)	601. Gross amount due to seller (line 420)
2,202,859.00	2,200,000.00
302. Less amount paid by/ for borrower (line 220)	602. Less reduction amount due seller (line 520)
25,030.74	2,200,000.00
303. CASH FROM BORROWER	603. CASH TO SELLER
2,177,828.26	0.00

SETTLEMENT STATEMENT

This is a Settlement Statement for the purchase of real estate.

PAID FROM BORROWER'S FUNDS AT SETTLEMENT		PAID FROM SELLER'S FUNDS AT SETTLEMENT	
1. SETTLEMENT CHARGES			
700. TOTAL SALES BROKER'S COMMISSION		12,200.00	
Original Commission (See 700.2.a.1.b.1.)			
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File No. 17332

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BORROWER:

Alabama Armada, LLC, an Alabama
Limited Liability Company

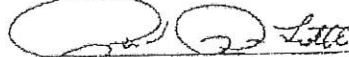
By: 

Its: 

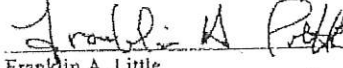
SELLERS:

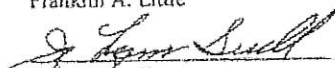


Richard D. Little, as Trustee of the Bypass
Trust Created Under the Last Will and
Testament of Dolly Elizabeth Little,
deceased



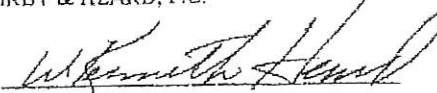
Richard D. Little, as Executor of the Estate
of Frank Eugene Little, deceased


Franklin A. Little


Jo Lynn Suell

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

IRBY & HEARD, P.C.


Settlement Agent

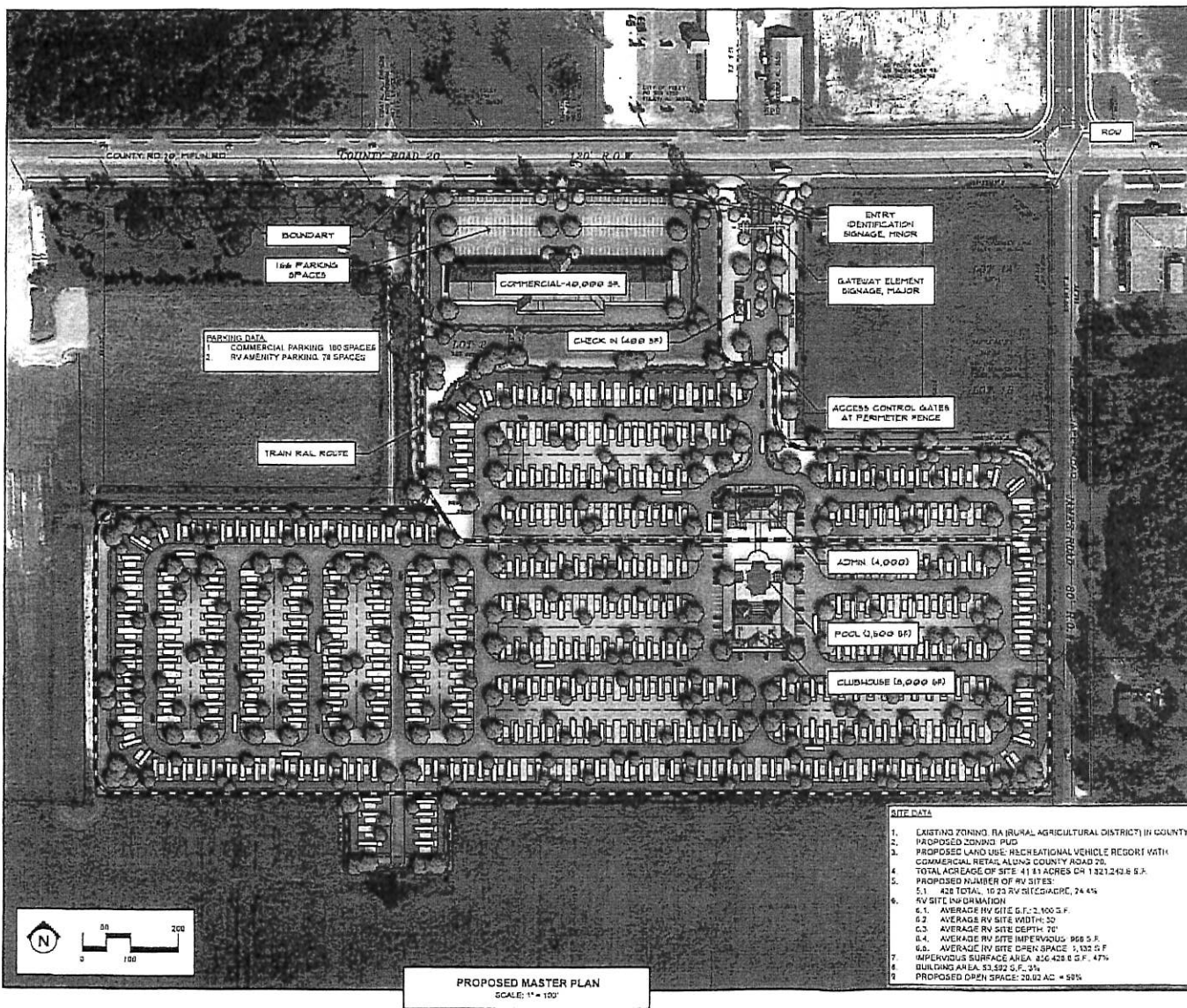
Date

WARNING: It is a crime to knowingly make false statement to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Parcel Pins : 026102
367206



SITE CONTEXT MAP
NOT TO SCALE



PUD NARRATIVE:
GRAND RIVIERA RV RESORT IS A PROPOSED RESORT/HOSPITALITY DEVELOPMENT INTENDED TO ACCOMMODATE THE CONTINUALLY GROWING RV MARKET IN OUR AREA. WITH ITS CLOSE PROXIMITY TO THE FOLEY SPORTS TOURISM COMPLEX AND DVA, THIS DEVELOPMENT WILL OFFER ANOTHER LODGING OPPORTUNITY FOR FOLEY'S GUESTS TO ENJOY OUR FINE CITY. BESIDE ITS PROXIMITY TO MANY LOCAL DESTINATIONS, GRAND RIVIERA WILL PROVIDE MANY ON-SITE AMENITIES FOR ITS GUESTS, INCLUDING POOL, AND RECREATION AMENITIES, WALKING TRAIL, AN ON-SITE TRAIN RIDE, LUSH LANDSCAPING, AND COZY SITES. THE RETAIL SITE WILL OFFER ANOTHER OPPORTUNITY FOR THE CR 20 CORRIDOR TO GROW AS A DESTINATION CORRIDOR IN OUR CITY. PROVIDE JOBS AND RETAIL/FOOD SQUARE FOOTAGE, AND SALES TAX REVENUE. BEING TUCKED AWAY FROM CR 20, THE GRAND RIVIERA WILL QUIETLY HOST ITS GUESTS ALONG A CORRIDOR THAT IS ALREADY BUILT TO ACCOMMODATE THIS AREA'S GROWTH. THE GRAND RIVIERA RV RESORT WILL FILL A GROWTH MARKET NEED, BE A GREAT COMPLEMENT TO THE SURROUNDING AREA AND FOLEY AS A WHOLE.

SPECIFIC TO THE ORDINANCE ADDITIONAL INFORMATION IS ADDRESSED AS FOLLOWS:

PUBLIC BENEFITS:

- JOB CREATION DURING CONSTRUCTION AND OPERATION
- SALES AND MTD TAX REVENUE
- ATTRACTIVE SIGNAGE ALONG CR20
- COMPLEMENTS CURRENT DEMAND AND SERVES FOLEY SPORTS TOURISM COMPLEX PATRONS/GUESTS/ SPECTATORS
- PRIVATE STREETS, THUS LESSENING MAINTENANCE COSTS TO CITY VS OTHER DEVELOPMENT TYPES
- MULTIPLE EXIT POINTS FROM PROPERTY THUS IMPROVING AREA TRAFFIC FLOW

PRIVATE BENEFITS:

- HIGH-QUALITY COMMON AMENITIES, SUCH AS POOL, CLUBHOUSE, BODICE BALL, HORSESHOLS, ETC.
- MULTI-MODAL CIRCULATION INCLUDING A WALKING TRAIL AND TRAIN RIDE, WHICH COULD BE CONNECTED TO A BROADER NETWORK WITH PARTNERSHIPS
- LUSH LANDSCAPING CREATING PERIMETER BUFFER AND COZY SITES
- PROXIMITY TO LOCAL DESTINATIONS
- PROXIMITY TO ON-SITE RETAIL
- ATTRACTIVE CLUBHOUSE ARCHITECTURE AND OTHER LANDSCAPE ARCHITECTURE

SITE LOCATION AND SIZE WITH LEGAL DESCRIPTION:

SURVEY INCLUDED IN APPLICATION SET AS SHEET 3 OF 3

OWNERSHIP INTERESTS:

DOCUMENTS INCLUDED IN APPLICATION SET.

SITE CONTEXT:

(THE RELATIONSHIP OF THE SITE TO EXISTING DEVELOPMENT IN THE AREA, INCLUDING STREETS, UTILITIES, RESIDENTIAL AND COMMERCIAL DEVELOPMENT AND PHYSICAL FEATURES OF THE (AND INCLUDING ADJACENT ECOLOGICAL FEATURES))
SITE CONTEXT MAP FROM CITY GIS IS INCLUDED AS SHEET 2 OF 3 IN APPLICATION SET.

SITE DATA TABLE:

(THE DENSITY OR INTENSITY OF LAND USE TO BE APPLIED TO ALL PORTIONS OF THE SITE TO BE DEVELOPED TOGETHER WITH TABULATIONS BY CHANGE AND PERCENTAGES THEREOF)
SEE GRAPHIC AT LEFT

COMMON INTERESTS:

(THE LOCATION, SIZE, AND CHARACTER OF ANY COMMON OPEN SPACE, COMMON OWNED FACILITIES, AND THE FORM OF ORGANIZATION PROPOSED TO OWN AND MANAGE ANY COMMON OPEN SPACE AND COMMON OWNED FACILITIES)
THIS SITE WILL BE HELD IN SINGLE OWNERSHIP. THE RV RESORT WILL BE OPERATED AS ITS OWN BUSINESS ENTITY AND THE RETAIL WILL BE OPERATED SIMILARLY.

BUILDINGS:

(THE USE AND TYPE OF BUILDINGS, E.G. SINGLE-FAMILY DETACHED, TO REMOVED, OR COMMON AMENITIES, PROPOSED FOR EACH PORTION OF THE AREA INCLUDED WITHIN THE OUTLINE DEVELOPMENT PLAN)
THE BUILDINGS ON SITE ARE NOTED ON THE PLAN AND NAMED DESCRIPTIVELY.

ENGINEERING FEASIBILITY:

(THE ENGINEERING FEASIBILITY AND PROPOSED METHOD OF PROVIDING REQUIRED IMPROVEMENTS SUCH AS STREETS, WATER SUPPLY, AND STORM DRAINAGE AND SEWAGE COLLECTION)
STREETS ARE TO BE PRIVATELY OWNED. WATER, SEWER AND ELECTRIC TO BE CONNECTED TO ON EITHER CR20 OR JAMES ROAD. STORM DRAINAGE TO BE HANDLED TO SATISFY CURRENT JURISDICTIONAL REQUIREMENTS.

COVENANTS, ETC.:

(THE SUBSTANCE OF COVENANTS, EASEMENTS OR OTHER RESTRICTIONS PROPOSED TO BE IMPOSED UPON THE USE OF THE LAND, BUILDINGS AND STRUCTURES INCLUDING PROPOSED EASEMENTS FOR PUBLIC UTILITIES)
GIVEN THE RELATIVE SIMPLICITY OF THE PROJECT, THERE ARE NO MAJOR COVENANTS OR RESTRICTIONS. THE BUSINESSES WILL OPERATE PER STANDARD PRACTICE.

PARKING/PEDESTRIAN ACCOMMODATIONS:

(THE PROVISIONS FOR PARKING VEHICLES AND THE LOCATION AND LOCATION OF PEDESTRIAN SYSTEM FACILITIES)
THE RV RESORT PROVIDES AMPLE PAD PARKING, GUEST PARKING ON THE PAD, AND PARKING AT THE AMENITY AREA. PEDESTRIANS WILL WALK ALONG THE WIDE STRAITS, PER COMMON PRACTICE PER THIS DEVELOPMENT TYPE. PEDESTRIANS ALSO WILL HAVE A TRAIL SYSTEM THAT WILL CONNECT TO CR20 SITED WALKS AND THE ADJACENT MINI-GOLF SITE.

OPEN SPACE:

(THE PROVISIONS FOR THE DISPOSITION OF OPEN SPACE INCLUDING ITS DEVELOPMENT OR NON-DEVELOPMENT CHARACTER AND FUNCTION)
OPEN SPACE SHOWN GRAPHICALLY ON PLAN. % CALCULATIONS IN SITE DATA TABLE.

PHASE DEVELOPMENT:

(ON THE BASIS OF PLANS APPLICABLE FOR DEVELOPMENT OVER A PERIOD OF YEARS, A SCHEDULE SHOWING THE PROPOSED TIMES WITHIN WHICH APPLICATION FOR FINAL APPROVAL OF ALL SECTIONS OF THE PLANNED UNIT OF DEVELOPMENT ARE INTENDED TO BE FILED)
THE PROJECT IS INTENDED TO BE BUILT IN ONE PHASE

ADDITIONAL INFO:

(ANY ADDITIONAL DATA, PLANS OR SPECIFICATIONS AS THE APPLICANT OR THE CITY MAY BELIEVE ARE PERTINENT TO THE PROPOSED PLANNED UNIT OF DEVELOPMENT)
NOTHING AT THIS TIME.

APPLICATION AND FEES:

INCLUDED AS SEPARATE DOCUMENTATION.

MASTER SIGNAGE PLAN:

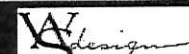
(A MASTER SIGNAGE PLAN MEETING THE CRITERIA OF ARTICLE XXI, SECTION 3.1, IN LIEU OF A FULL SIGNAGE PLAN, THE LOCATIONS FOR SIGNAGE ARE NOTED TO THE LEFT.)

THE REASON A PLANNED UNIT DEVELOPMENT WOULD BE CONSISTENT WITH THE CITY'S STATEMENT OF PURPOSE ON PLANNED UNIT DEVELOPMENT.

THE MAIN REASON IS THAT THIS IS A MIXED USE DEVELOPMENT THAT DOES NOT FIT DOWNTOWN ZONING CLASSES BECAUSE OF THE RV USE. HOWEVER, WITH THE WEALTH OF OPEN SPACE THAT A DEVELOPMENT OF THIS TYPE PROVIDES, THAT ALSO FITS THE SPIRIT OF THE PUD ORDINANCE WITH.

Grand Riviera RV Resort - Foley, Alabama

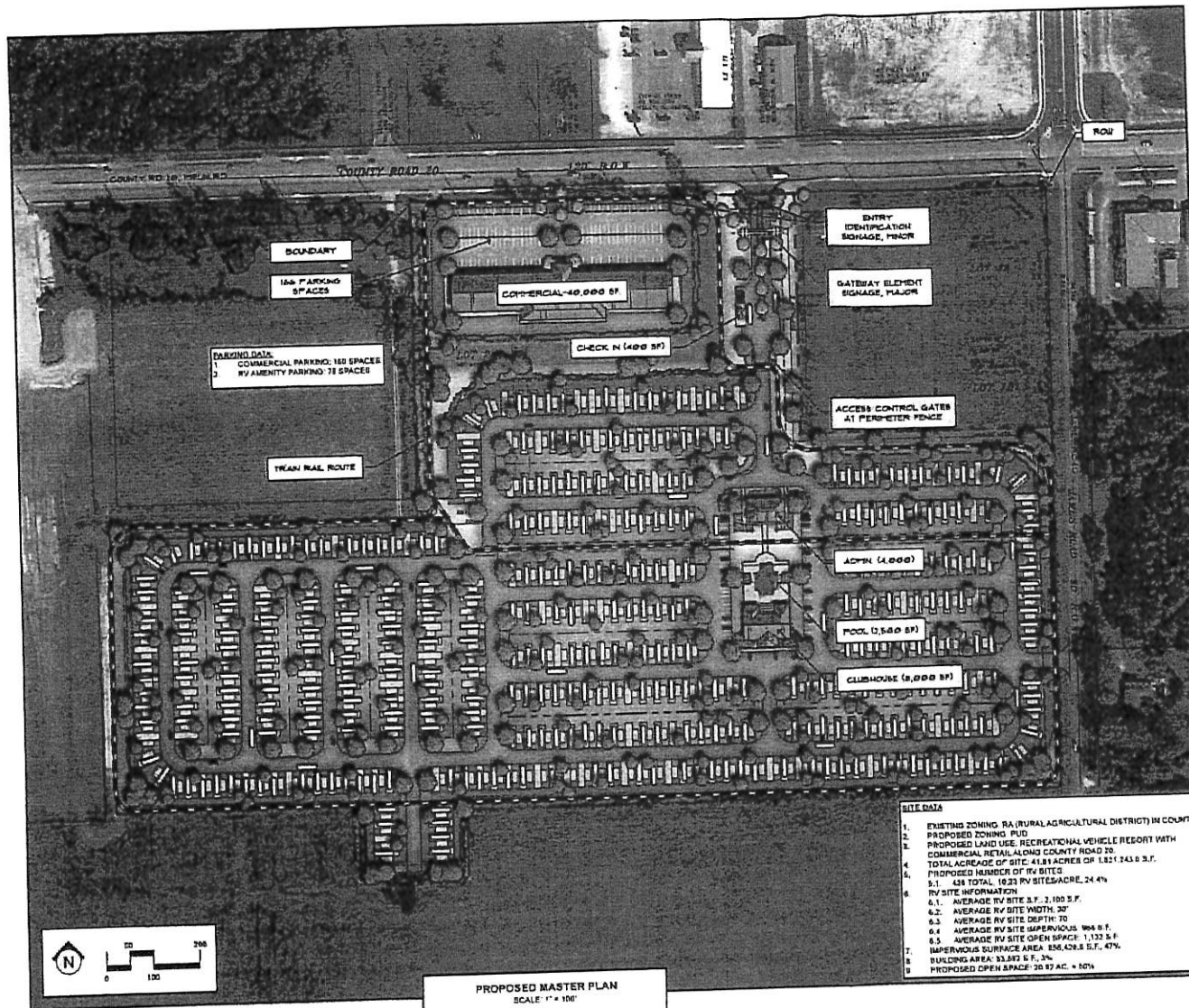
Master Planning



Parcel Pins : 026102
367206



SITE CONTEXT MAP
NOT TO SCALE



PUD NARRATIVE:

GRAND RIVIERA RV RESORT IS A PROPOSED RECREATION/TOURISM DEVELOPMENT INTENDED TO ACCOMMODATE THE CONTINUALLY GROWING RV MARKET IN OUR AREA. WITH ITS CLOSE PROXIMITY TO THE FOLEY SPORTS TOURISM COMPLEX AND OWN, THIS DEVELOPMENT WILL OFFER ANOTHER LODGING OPPORTUNITY FOR FOLEY'S GUESTS TO ENJOY OUR FINE CITY. BESIDES ITS PROXIMITY TO MANY LOCAL DESTINATIONS, GRAND RIVIERA WILL PROVIDE MANY ONSITE AMENITIES FOR ITS GUESTS, INCLUDING POOL AND RECREATION AMENITIES, WALKING TRAIL, AN ONSITE TRAIN RIDE, LUSH LANDSCAPING, AND COZY SITES. THE RETAIL SITE WILL OFFER ANOTHER OPPORTUNITY FOR THE CR 20 CORRIDOR TO GROW AS A DESTINATION CORRIDOR IN OUR CITY. PROVIDE JOBS AND RETAIL/OFFICE SQUARE FOOTAGE, AND SALES TAX REVENUE. BEING TUCKED AWAY FROM CR 20, THE GRAND RIVIERA WILL QUIETLY HOST ITS GUESTS ALONG A CORRIDOR THAT IS ALREADY BUILT TO ACCOMMODATE THIS AREA'S GROWTH. THE GRAND RIVIERA RV RESORT WILL FILL A GROWTH MARKET NEED, BE A GREAT COMPLEMENT TO THE SURROUNDING AREA AND FOLEY AS A WHOLE.

SPECIFIC TO THE OPPORTUNITY. ADDITIONAL INFORMATION IS ADDRESSED BELOW:

PUBLIC BENEFITS:

- JOB CREATION, DURING CONSTRUCTION AND OPERATION
- SALES AND BED TAX REVENUE
- ATTRACTIVE SIGNAGE ALONG CR20
- COMPLEMENTS CURRENT DEMAND AND SERVES FOLEY SPORTS TOURISM COMPLEX PATRONS/GUESTS/ SPECTATORS
- PRIVATE STREETS, THUS LESSENING MAINTENANCE COSTS TO CITY VS OTHER DEVELOPMENT TYPES
- MULTIPLE EXIT POINTS FROM PROPERTY, THUS IMPROVING AREA TRAFFIC FLOW

PRIVATE BENEFITS:

- HIGH-QUALITY COMMON AMENITIES, SUCH AS POOL, CLUBHOUSE, ROGGE BALL, HORSESHOES, ETC.
- MULTIMODAL CIRCULATION INCLUDING A WALKING TRAIL AND TRAIN RIDE WHICH COULD BE CONNECTED TO A BROADER NETWORK WITH PARTNER SHOPS
- LUSH LANDSCAPING CREATING PERIMETER BUFFER AND COZY SITES
- PROXIMITY TO LOCAL DESTINATIONS
- PROXIMITY TO ONSITE RETAIL
- ATTRACTIVE CLUBHOUSE ARCHITECTURE AND OTHER LANDSCAPE ARCHITECTURE

SITE LOCATION AND SET WITH LEGAL DESCRIPTION:

SURVEY INCLUDED IN APPLICATION SET AS SHEET 2 OF 3

OWNERSHIP INTERESTS:

DOCUMENTS INCLUDED IN APPLICATION SET

SITE CONTEXT:

THE ADJACENCY OF THE SITE TO EXISTING DEVELOPMENT IN THE AREA INCLUDING STREETS, UTILITIES, RESIDENTIAL AND COMMERCIAL DEVELOPMENT AND PHYSICAL FEATURES OF THE LAND INCLUDING PERTINENT ECOLOGICAL FEATURES. SITE CONTEXT MAP FROM CITY GIS IS INCLUDED AS SHEET 2 OF 3 IN APPLICATION SET.

SITE DATA TABLE:

THE DENSITY OR INTENSITY OF LAND USE TO BE ALLOCATED TO ALL PARTS OF THE SITE TO BE DEVELOPED TOGETHER WITH DENSITY BY ZONE AND BY PHASE (IF APPLICABLE).

SEE GRAPHIC AT LEFT:

COMMON INTERESTS:

THE LOCATION, SIZE AND CHARACTER OF ANY COMMON OPEN SPACE, COMMON OWNED FACILITIES AND THE FORM OF ORGANIZATION PROPOSED TO OWN AND MAINTAIN ANY COMMON OPEN SPACE AND COMMON OWNED FACILITIES. THIS SITE WILL BE HELD IN SINGLE OWNERSHIP. THE RV RESORT WILL BE OPERATED AS ITS OWN BUSINESS ENTITY, AND THE RETAIL WILL BE OPERATED SIMILARLY.

BUILDINGS:

THE USE AND TYPE OF BUILDINGS IF SINGLE FAMILY DETACHED, TOWNHOUSE, OR GARDEN APARTMENTS PROPOSED FOR EACH PORTION OF THE AREA INCLUDED WITHIN THE OUTLINE DEVELOPMENT MAP.

THE BUILDINGS ON SITE ARE NOTED ON THE PLAN AND NAMED DESCRIPTIVELY.

ENGINEERING FEASIBILITY:

THE ENGINEERING FEASIBILITY AND PROPOSED METHODS OF PROVIDING UTILITIES (APPROPRIATE, SUCH AS STREET LIGHTS, WATER, SEWER AND STORM DRAINAGE AND WASTE COLLECTION). STREETS ARE TO BE PRIVATELY OWNED. WATER, SEWER AND ELECTRIC TO BE CONNECTED TO ON EITHER CR20 OR JAMES ROAD. STORM DRAINAGE TO BE HANDLED TO SATISFY CURRENT JURISDICTIONAL REQUIREMENTS.

COVENANTS, ETC.:

THE SUBSTANCE OF COVENANTS, GRANTS OR EASEMENTS OR OTHER RESTRICTIONS PROPOSED TO BE APPLIED UPON THE USE OF THE LAND, BUILDINGS AND STRUCTURES INCLUDING PROPOSED EASEMENTS FOR PUBLIC UTILITIES. GIVEN THE RELATIVE SIMPLICITY OF THE PROJECT, THERE ARE NO MAJOR COVENANTS OR RESTRICTIONS THE BUSINESS WILL OPERATE PER STANDARD PRACTICE.

PARKING/PERMITS/ACCUMULATIONS:

THE PROVISIONS FOR PARKING VEHICLES AND THE PLACING AND LOCATION OF VEHICULAR AND PEDESTRIAN SYSTEM FACILITIES.

THE RV RESORT PROVIDES AMPLE PAD PARKING, GUEST PARKING ON THE PAD, AND PARKING AT THE AMENITY AREA. PEDESTRIANS WILL WALK ALONG THE WIDE STREETS, PER COMMON PRACTICE. PER THIS DEVELOPMENT TYPE, PEDESTRIANS ALSO WILL HAVE A TRAIL SYSTEM THAT WILL CONNECT TO CR20 SITEWALKS AND THE ADJACENT MINI-GOLF SITE.

OPEN SPACE:

THE PROVISIONS FOR THE DISPOSITION OF OPEN SPACE INCLUDING ITS DEVELOPMENT OR NON-DEVELOPMENT CHARACTER AND FUNCTIONS. OPEN SPACE SHOWN GRAPHICALLY ON PLAN. % CALCULATIONS IN SITE DATA TABLE.

PHASE DEVELOPMENT:

IN THE CASE OF PLANS WHICH CALL FOR DEVELOPMENT OVER A PERIOD OF YEARS, A SCHEDULE SHOWING THE PROPOSED TIMES WITHIN WHICH APPLICATION FOR FINAL APPROVAL OF ALL SECTIONS OF THE DEVELOPMENT ARE INTENDED TO BE FILED.

THE PROJECT IS INTENDED TO BE BUILT IN ONE PHASE.

ADDITIONAL INFO:

ANY ADDITIONAL OR PLANS OR SPECIFICATIONS AS THE APPLICANT ON THE CITY MAP WILL BE A PART OF THE PROPOSED PLANNED UNIT DEVELOPMENT.

NOTHING AT THIS TIME

APPLICATION AND FEES:

INCLUDED AS SEPARATE DOCUMENTATION.

MASTER SIGNAGE PLAN:

IN ADDITION TO THE SIGNAGE PLAN, THE CRITERIA OF ARTICLE XII, SECTION 3.3, IN LIEU OF A FULL SIGNAGE PLAN, THE LOCATIONS FOR SIGNAGE ARE NOTED TO THE LEFT.

THE REASON A PLANNED UNIT DEVELOPMENT WOULD BE CONSISTENT WITH THE CITY'S STATEMENT OF PURPOSE ON PLANNED UNIT DEVELOPMENT. THE REASON IS THAT THIS IS A REVENUE DEVELOPMENT THAT DOES NOT FIT OTHER ZONING CLASSES BECAUSE OF THE RV USE. HOWEVER, WITH THE HEALTH OF OPEN SPACE THAT A DEVELOPMENT OF THIS TYPE PROVIDES, THAT ALLOCATES THE SPURT OF THE PUD ORDINANCE WILL.

Grand Riviera RV Resort - Foley, Alabama

Master Planning

W Design



City of Foley, AL

Signature Copy

Ordinance: 19-2008-ORD

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 5/3/2019 2:11 PM
TOTAL \$ 49.00
13 Pages

1757874



File Number: 19-0080

Enactment Number: 19-2008-ORD

AN ORDINANCE APPROVING PETITION FOR ANNEXATION AND BRINGING PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF FOLEY OWNED BY MAJESTIC MANOR, LLC

WHEREAS, on the 28th day of January, 2019, Majestic Manor, LLC being the owner of all the real property hereinafter described, did file with the City Clerk petitions asking that the said tracts or parcels of land be annexed to and become a part of the City of Foley, and

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

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

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

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

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

Tax Map Parcel ID# 05-61-0307-0-000-002.029 PPIN# 376873

Section 3. Petitioners requested zoning as R-1D (Residential Single Family) for the parcel. The initial zoning will be placed on an upcoming Planning Commission Agenda.

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

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

PASSED, APPROVED AND ADOPTED this 18th day of March, 2019.



President's Signature

[Handwritten Signature]

Date

3-19-19

Attest by City Clerk

Kathryn Taylor

Date

3-19-19

Mayor's Signature

[Handwritten Signature]

Date

3/19/19

I certify that the foregoing Ordinance was published in the Onlooker, a newspaper of general circulation in the City of Foley, in its issue of Wednesday, March 27, 2019

Kathryn Taylor
Kathryn Taylor, LMC
City Clerk



PETITION FOR ANNEXATION

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

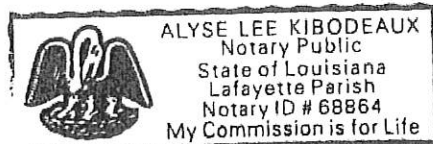
Dated this 24 day of January, 2019 MAJESTIC MANOR LLC

By T. Bradley
Petitioner's Signature

Petitioner's Signature

STATE OF ~~ALABAMA~~ Louisiana
BALDWIN COUNTY Lafayette Parish

On this 24 day of January, 2019, before me personally appeared Timothy Bradley, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.



Alyse Lee Kibodeaux
NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA
BALDWIN COUNTY

On this _____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input checked="" type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | M11-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed _____

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed _____

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed _____

☐ No

MAJESTIC MANOR, LLC

By [Signature] **1-24-19**
Petitioner's Signature Date

Petitioner's Signature Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?

☐ Yes

☐ No

ALT
17-12285

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2007 March -26 2: 2PM

Instrument Number	1039367	Pages	3
Recording	5.88	Mortgage	
Deed	1/2.58	Min-Tax	
Index	DP		
Archive	5.88		
Adrian T. Johns, Judge of Probate			

STATE OF ALABAMA
COUNTY OF BALDWIN

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **THEODORE C. KING** and **SUSAN J. KING**, husband and wife, hereinafter referred to as Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to them by **RUTH ORTH**, hereinafter referred to as Grantee, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do hereby **GRANT, BARGAIN, SELL** and **CONVEY** unto the Grantee, an undivided fifty (50%) percent interest, subject to any matters set out below, in and to the following described real estate situated in Baldwin County, Alabama, viz:

Beginning at the Southwest corner of the West Half of the Northeast Quarter of Section 7, Township 8 South, Range 4 East, run thence North 330 feet to the Point of Beginning; continue North 495 feet to a point; thence run East 1320 feet to a point; thence run South 495' to a point; thence run West 1320 feet to the Point of Beginning.

RESERVING TO GRANTOR a 30 foot right-of-way for ingress and egress, the Eastern boundary of which shall be the East boundary of the above described parcel of land. This right-of-way shall run the entire 825 feet, more or less, along the said East boundary and shall run with the land and inure to the benefit of all subsequent grantees of the Grantor herein.

SUBJECT TO: A pipeline right-of-way 30 feet in width, 15 feet either side of the following described centerline: Commence at the Southeast corner of the West half of the Northeast Quarter of Section 7, T-8-S, R-4-E, Baldwin County, AL; thence run North 89° 47' 22" West for 30.87 feet to the **POINT OF BEGINNING**; thence run North 00° 11' 09" East for 2,654.22 feet to the North line of the West half of the Northeast Quarter; less and except all if any dedicated or deeded easements. The intent of the above described right-of-way is for EL Oil Ltd. to construct, operate and maintain a Gas pipeline. This pipeline contains 2.828 acres or 79,641.6 square feet and is recorded at Real Property Book 118, Pages 777 through 780 of the records of the Office of the Judge of Probate of Baldwin County, Alabama.

ALSO SUBJECT TO THE FOLLOWING:

1. Right-of-way Agreement by and between Gilbert Beech and El-Oil, Ltd. dated June 10, 1982, filed for record August 3, 1982 in Real Property Book 118, page 777.
2. Oil, Gas and Mineral Lease form Gilbert Dewey Beech and Sarah Mundell beech to Clayton W. Williams, Jr., dated November 10, 1982, filed for record November 30, 1982, in Real Property Book 126, page 123.

1039367
Parcel# 05-61-03-07-0-000-000
PPIN# 271073

3. Right-of-Way and Easement from Gilbert Beech and Sara Mundell Beech to V. Monta Currie, Jr., dated October 31, 1986, filed for record November 12, 1986 in Real Property Book 268, page 1102.

4. Reservation of a thirty-foot right-of-way for ingress and egress by Gilbert Dewey Beech in deed to Clara B. Heilmeyer dated April 25, 1989, filed for record September 26, 1989 in Real Property Book 368, page 895.

5. Reservation of all oil, gas and other minerals and rights in connection therewith by Gilbert Dewey Beech set out in deed to Clara B. Heilmeyer dated April 25, 1989, filed for record September 26, 1989 in Real Property Book 368, page 895.

6. Oil, Gas and Mineral Lease from Clara B. Heilmeyer Harris to John C. Albury dated June 16, 2003, filed for record August 15, 2003 as Instrument Number 750473.

7. Reservation of a thirty-foot (30') right-of way for ingress and egress by Clara B. Heilmeyer Harris f/k/a Clara B. Heilmeyer in deed to Theodore C. King and Susan J. King, dated March 12, 2007, filed for record March 22, 2007, as Instrument Number 1038701 in the Office of the Judge of Probate of Baldwin County, Alabama.

No part of the above-described property constitutes the homestead of the Grantors.

TOGETHER WITH, ALL AND SINGULAR, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, her heirs and assigns, **FOREVER.**

And, except for any matters set forth above and taxes hereafter falling due, the Grantors, for themselves and their heirs, executors and administrators, hereby covenant and warrant with and unto the Grantee, her heirs and assigns, that they are seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; that they have a good right to sell and convey the same as herein conveyed; that they will guarantee the peaceable possession thereof and they will and their heirs, executors and administrators shall forever warrant and defend the same unto the Grantee, her heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this the 22 day of March, 2007.

Theodore C. King
THEODORE C. KING

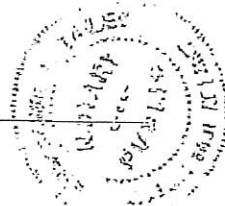
Susan J. King
SUSAN J. KING

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Stephanie D. Bailey, a Notary Public, in and for said County in said State, hereby certify that **THEODORE C. KING** and **SUSAN J. KING**, husband and wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22 day of March, 2007.

Stephanie D. Bailey
Notary Public, Baldwin County, Alabama
My Commission



Expires: 3/28/07

GRANTORS' ADDRESS:

PO Box 302
Magnolia Springs, AL 36555

GRANTEE'S ADDRESS:

This instrument prepared by:

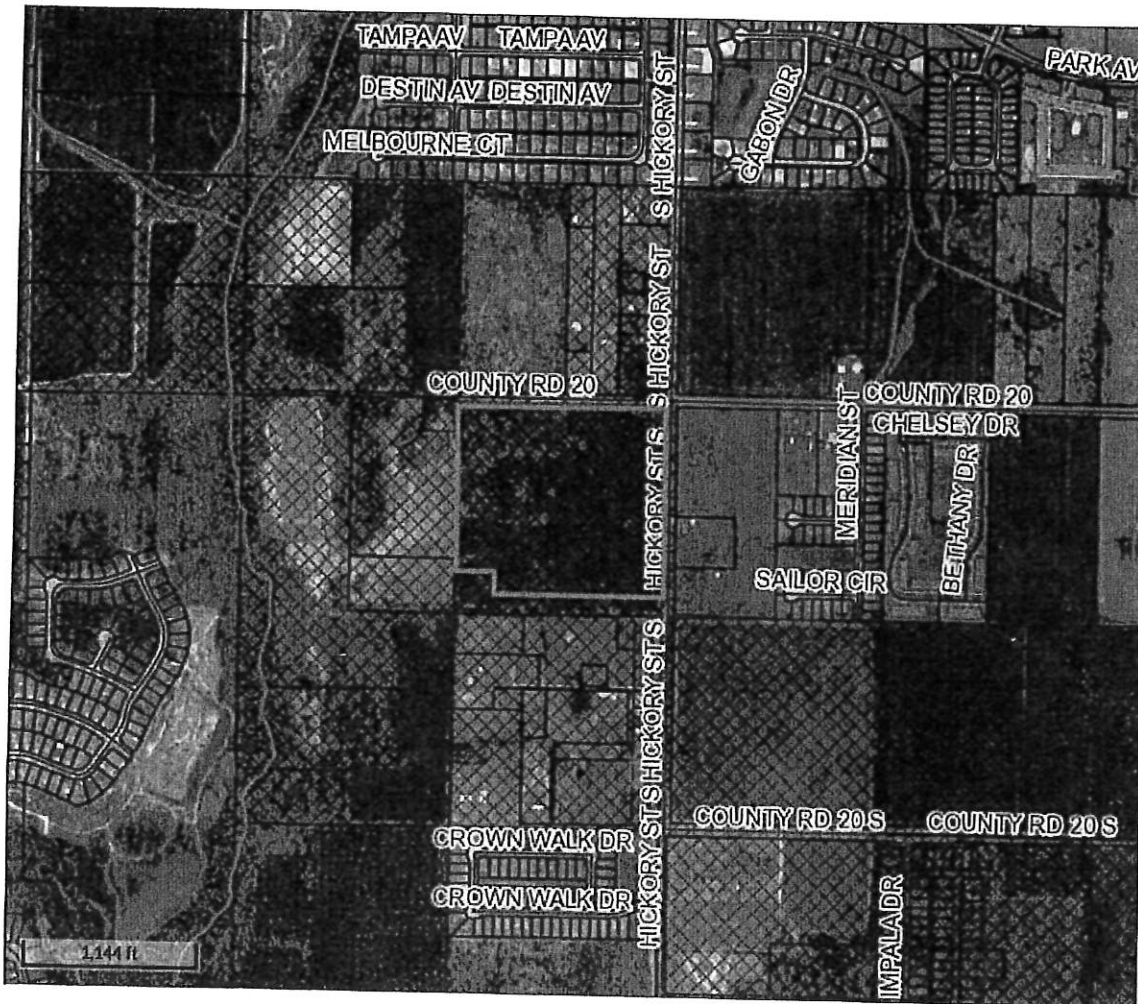
T. DEVEN MOORE of

STONE, GRANADE & CROSBY, P.C.
Attorneys at Law
7823 Highway 59 South
Foley, Alabama 36535
(251) 955-5155

Annexation

Majestic Manor LLC Property PPIN# 376873

Created by: Katy Taylor



Overview



Legend

- Centerlines
- Foley City Limits
- ▨ County Mask
- Parcels
- - Lot Lines
- Streams and Creel
- Lakes and Bays

PIN - 376873
 Par Num - 002.029
 Acreage - 33.835
 Subdivision -
 Lot -
 Street Name -
 Street Number -
 Improvement -

Name -
 Address1 -
 Address2 -
 Address3 -
 City -
 State -
 Zip -

The information contained in the digital data distributed by the Baldwin County Commission is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness, currency, thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the county geographic database. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of the data and assume no responsibility to maintain it in any matter or form.

Date created: 1/28/2019
 Last Data Uploaded: 1/27/2019 8:49:31 PM

Developed by  **Schneider**
 GEOSPATIAL



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Ordinance: 19-2009-ORD

File Number: 19-0120

Enactment Number: 19-2009-ORD

AN ORDINANCE APPROVING PETITION FOR ANNEXATION AND BRINGING PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF FOLEY OWNED BY BLUE MARLIN INVESTMENTS, LLC.

WHEREAS, on the 12th day of February, 2019, Chris Lieb, being the authorized agent for Blue Marlin Investments, LLC, who is the owner of all the real property hereinafter described, did file with the City Clerk petitions asking that the said tracts or parcels of land be annexed to and become a part of the City of Foley, and

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

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

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

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

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

Tax Map Parcel ID#

05-54-09-31-0-000-005.017

Parcel PIN#

259514

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 5/ 3/2019 2:07 PM
TOTAL \$ 55.00
15 Pages

1757870



Section 3. Petitioners requested and Council approved zoning as R-1C (Residential Single Family) for the parcel. The initial zoning was placed on the March 20, 2019 Planning Commission Agenda.

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

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

PASSED, APPROVED AND ADOPTED this 15th day of April, 2019.



President's Signature

Date

4-17-19

Attest by City Clerk

Date

4-17-19

Mayor's Signature

Date

4/17/19

I certify that the foregoing Ordinance was published in the Baldwin Times, a newspaper of general circulation in the City of Foley, in its issue of Friday, April 26, 2019

Kathryn Taylor, CMC
City Clerk



PETITION FOR ANNEXATION

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

Dated this 11 day of Feb, 2019.

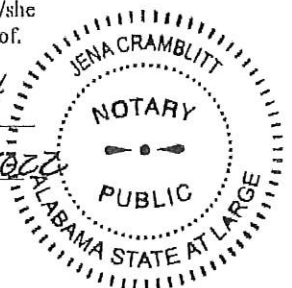
Millard E. Austin
Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 11 day of February, 2019 before me personally appeared Millard E. Austin, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

Jena Cramblitt
NOTARY PUBLIC
My Commission Expires: 11/3/2022



STATE OF ALABAMA
BALDWIN COUNTY

On this _____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input checked="" type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed 0

Number of occupants Adults 0 Race N/A

Number of businesses currently located on the property being annexed 0

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

☒ Yes

If yes, state estimated date the development or subdivision will be completed Dec. 2019

☐ No

Michelle R. Austin 2/11/19
Petitioner's Signature Date

Petitioner's Signature Date

For Internal Use Only: Are infrastructure valuation forms for annexations and subdivision acceptance from the Engineering Department attached?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

Mortgage Recorded Simultaneously

TGA File No. 16-0115

\$310,500.00 (Purchase Price)

This instrument prepared by:

Candace D. Johnson, Esq.

1850 Conception Street Road

Mobile, Alabama 36610

(251) 377-2867

STATE OF ALABAMA)

COUNTY OF BALDWIN)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **FOLEY INVESTMENT GROUP, LLC**, a Florida limited liability company ("Grantor"), for and in consideration of the sum of THREE HUNDRED TEN THOUSAND FIVE HUNDRED AND NO/100 (\$310,500.00) and other good and valuable consideration to said Grantor in hand paid by **BLUE MARLIN INVESTMENTS, LLC**, an Alabama limited liability company ("Grantee"), the receipt of which is hereby acknowledged by the Grantor, does hereby, subject to the matters and things hereinafter set forth, grant, bargain, sell and convey unto Grantee, that certain real property situated, lying and being in the County of Baldwin, State of Alabama, as is more particularly described to wit (the "Property"):

TOWNSHIP 7 SOUTH, RANGE 4 EAST

SECTION 31: Begin at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 31, Township 7 South, Range 4 East, Baldwin County, Alabama; thence go South 89 degrees 59 minutes 15 seconds West a distance of 699.93 feet; thence go North 00 degrees 01 minutes 24 seconds East a distance of 1277.95 feet to the South Right of way line of Baldwin County Road No. 26 (80' right of way) ; thence go North 90 degrees 00 minutes 00 seconds East along said right of way line a distance of 2005.35 feet to the West right of way line of Baldwin County Road No. 12 (Hickory Street, 80' right of way); thence go South 00 degrees 18 minutes 38 seconds West along said right of way line a distance of 2166.85 feet thence go North 88 degrees 30 minutes 34 seconds West a distance of 289.84 feet; thence go North 84 degrees 41 minutes 33 seconds West a distance of 408.61 feet; thence go South 89 degrees 35 minutes 38 seconds West a distance of 213.45 feet; thence go South 27 degrees 52 minutes 00 seconds West a distance of 545.22 feet; thence go North 89 degrees 55 minutes 46 seconds West a distance of 131.97 feet; thence go North 00 degrees 06 minutes 54 seconds East a distance of 1327.04 feet to the point of beginning. The above described parcel of land contains 87.20 acres, more or less.

LESS AND EXCEPT, River Trace, Phase Two, according to the map thereof

recorded on Slide 2147-E, in the Office of the Judge of Probate, Baldwin County, Alabama.

ALSO, LESS AND EXCEPT, all that portion of the property lying East of River Trace Phase Two, according to the map thereof recorded on Slide 2147-E, in the Office of the Judge of Probate, Baldwin County, Alabama.

TOGETHER with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; **TO HAVE AND TO HOLD** unto Grantee, and to its successors and assigns forever.

This conveyance is made subject to the following title exceptions:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Property.
2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject Property.
3. All taxes for the year 2016 and subsequent years, not yet due and payable.
4. Subject to restrictive covenants, easements, rights of way, building setback lines and prior mineral reservations and/or conveyances, if any, of record in the Office of the Judge of Probate, Baldwin County, Alabama.
5. Title to minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as described in Warranty Deed with Vendor's Lien dated August 19, 1994, recorded in Real Property Book 591, Page 904, and as set out in Statutory Warranty Deed dated October 15, 1997, recorded in Real Property Book 787, Page 1451, both in the Probate Office of Baldwin County, Alabama.
6. Right of Way Deeds for Public Road granted to Baldwin County, Alabama, dated September 24, 1958, recorded in Real Property Book 384, Page 988, and dated March 8, 1995, recorded in Real Property Book 735, Page 1536, both in the Probate Office of Baldwin County, Alabama.
7. Right of Way Agreement for a pipeline granted to Amoco Production Company dated November 13, 1981, recorded in Real Property Book 107, Page 922, in the Probate Office of Baldwin County, Alabama.
8. Right of Way Agreement for a pipeline granted to El-Oil, Ltd. dated May 27, 1982, recorded in Real Property Book 118, Page 787, in the Probate Office of Baldwin County, Alabama.

9. Right of Way Agreement for a pipeline granted to Bay City Minerals, Inc. dated February 22, 1983, recorded in Real Property Book 133, Page 409, in the Probate Office of Baldwin County, Alabama.
10. Rights of other parties, the United State of America or State of Alabama, in and to the shore, littoral or riparian rights to the subject property lying adjacent to Bon Secour River.
11. Any claim or claims arising by reason of any portion of the subject property being delineated as wetlands by a governmental agency or agencies having jurisdiction over same.
12. Terms, conditions, provisions and restrictions of all permits and licenses of federal, state or local government, including applicable agencies and department and private and quasi-governmental agencies having jurisdiction over the real property, including but not limited to restrictions on construction of any areas delineated by governmental agencies as wetlands.

And, except as to taxes hereafter falling due which are assumed by the Grantee herein, and except as herein otherwise provided, said Grantor does hereby covenant with the Grantee herein, and its successors and assigns, that Grantor is seized of an indefeasible estate in fee simple in and to the Property; that the Property is free and clear of all encumbrances, and that Grantor will forever WARRANT AND DEFEND the title thereto, and the peaceable possession thereof unto the said Grantee, and its successors and assigns, against the lawful claims of all persons whomsoever.

Executed this 18th day of APRIL, 2016.

**FOLEY INVESTMENT GROUP, LLC, a
Florida limited liability company**

Fred Hemmer
By: FRED HEMMER
As Its: MANAGER

STATE OF FLORIDA

COUNTY OF PINELLAS

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that on this day, before me personally appeared FRED HEMMER as MANAGER of **FOLEY INVESTMENT GROUP, LLC, a Florida limited liability company**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the

contents of the instrument, he executed and delivered the same voluntarily and with authority on behalf of said company, on the day the same bears date.

Given under my hand and official seal this the 18th day of APRIL, 2016.

Laura F. Cappelli
★NOTARY PUBLIC
My Commission Expires: _____

(AFFIX NOTARIAL SEAL)



Property Address:
Vacant land (no assigned street address)

Grantor's Address:
695 - 31 St. S.
St. Petersburg, FL 33712

Grantee's Address:
7778 - B McKinley Ave.
Mobile, AL
36608

NOTE: The preparer of this instrument, having served as a scrivener only, has not examined title to the Property described herein and expressly does not give an opinion with respect to the title.

**CITY OF FOLEY
AGENT AUTHORIZATION FORM**

I/We authorize and permit Chris Lieb
to act as My/Our representative and agent in any manner regarding this application which
relates to property described as tax parcel ID# D5-54-09-31-0-000-005.017
I/We understand that the agent representation may include but not be limited to decisions
relating to the submittal, status, conditions, or withdrawal of this application. In understanding
this, I/We release the City of Foley from any liability resulting from actions made on My/Our
behalf by the authorized agent and representative. I hereby certify that the information stated
on and submitted with this application is true and correct. I also understand that the submittal of
incorrect information will result in the revocation of this application and any work performed will
be at the risk of the applicant.

**Note: All correspondence will be sent to the authorized representative. It will be the
representative's responsibility to keep the owner(s) adequately informed as to the status of the
application.*

PROPERTY OWNER(S):

Blue Marlin Investments, LLC
Name(s) printed
7778-B McKinley Ave
Address
Mobile, AL 36608
City/State
251-633-0997 millard@AustinEngineering.org 251-633-2434
Phone Email Fax
Millard B. Austin 2/11/19
Signature(s) Date

PROPERTY OWNER(S):

Name(s) printed

Address

City/State

Phone Email Fax

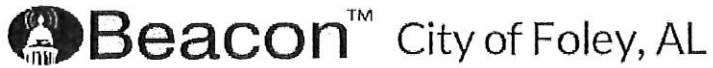
Signature(s) Date

14.1.4 R-1C RESIDENTIAL SINGLE FAMILY

- A. Uses/Structures Permitted: Single family dwelling units, Modular dwellings and home based businesses. Excluding townhouses, mobile/manufactured dwellings, Recreational Vehicles, and garden-patio homes.
- B. Uses/Structures Permitted on Appeal: Home occupations.
- C. Uses/Structures Prohibited: Agriculture, poultry and livestock. Any use or structure not specifically permitted or permitted on appeal in this section or in Sections 13.1.1 or 13.1.2 of Article XIII.
- D. Requirements:
- | | |
|---------------------------------------------|---------------------------------------|
| Minimum Lot Area | 9,500 square feet* |
| Minimum Lot Width at Building Line | 75 feet |
| Minimum Depth of Front Yard | 30 feet |
| Minimum Depth of Rear Yard | 30 feet |
| Minimum Width of Each Side Yard | 10 feet (5 feet on side with carport) |
| Minimum Depth of Side Yard Abutting Street | 30 feet |
| Maximum Building Area (% of Gross Lot Area) | 40 % |
| Maximum Building Height (feet): | 50 feet |
| Maximum Building Height (stories): | 2 |
| Off-Street Parking Spaces | 2 |
| Maximum Density Per Acre | 3.8 |
- * or meet Health Department requirements.

14.1.5 R-1D RESIDENTIAL SINGLE FAMILY

- A. Uses Permitted: Single family dwelling units, modular dwellings and home based businesses. Excluding townhouses, garden patio homes, mobile/manufactured dwellings, and recreational vehicles.
- B. Uses Permitted on Appeal: Home occupations.
- C. Uses Prohibited: Agriculture, poultry and livestock. Any use or structure not specifically permitted or permitted on appeal in this section or in Section 13.1.1 or 13.1.2 of Article XIII.
- D. Requirements:
- | | |
|--------------------------------------------|--------------------|
| Minimum Lot Area | 6,000 square feet* |
| Minimum Lot Width at Building Line | 60 feet |
| Minimum Depth of Front Yard | 20 feet |
| Minimum Depth of Rear Yard | 15 feet |
| Minimum Width of Each Side Yard | 10 feet |
| Minimum Depth of Side Yard Abutting Street | 20 feet |



Blue Marlin Investments, LLC Annexation

Parcel 05-54-09-31-0-000-005.017 PIN# 259514

Created by: Katy Taylor



Overview



Legend

- Centerlines
- Foley City Limits
- County Mask
- Parcels
- Lot Lines
- Streams and Creeks
- Lakes and Bays

PIN - 259514
Par Num - 005.017
Acreage - 38.274
Subdivision -
Lot -
Street Name -
Street Number - 0
Improvement -

Name - FOLEY INVESTMENT GROUP L L C
Address1 - 695 31ST ST S
Address2 -
Address3 -
City - ST PETERSBURG
State - FL
Zip - 33712

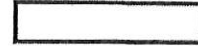
The information contained in the digital data distributed by the Baldwin County Commission is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness, currency, thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the county geographic database. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of the data and assume no responsibility to maintain it in any matter or form.

Date created: 2/19/2019
Last Data Uploaded: 2/18/2019 9:08:59 PM

Developed by Schneider
GEOSPATIAL

Fiscal year ended 9/30/2019

INFRASTRUCTURE ADDITIONS DUE TO
Annexation



DATE ANNEXED/ACCEPTED: 4-Mar-19
Resolution, Ordinance Act# (etc): ???
ROW Acceptance Ordinance#
Data Collection by: Randy Kurtts Date: 2/26/2019
(Data obtained from as-builts, onsite inspection, GIS, etc.)
Accounting Valuation by: Date:
(See current year file for accounting valuation supporting detail)

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

PIN 259514 Austin

Border County? Y N Quadrant: NW NE SW SE

BEGIN ROAD SEGEMENT

Road Name: **County Road 26 (Michigan Ave)**
Segment Observed: FROM: CL of Hickory St 878 FT west to NE Property corner
TO: 760 FT West to NW Property corner
TRAFFIC USE: Light TYPE: Residential
Moderate Business
Heavy Industrial

SURFACE (RS):

Length: 760 ft Road Width: 12 ft (half of 24 ft) Thickness: N/A
Estimated Life remaining (new=20 years): 10 Years Surface Condition: fair-overlay 4 years ago
760 LF \$20.41 (half of \$40.82)
Notes: Passed testing reg's. N/A Accounting Valuation\$ \$ 15,511.60
Fd: 80 Acct: 300 Dept: 82 Bldg: 0003 Prop: 0026 Class: 910 Cost Sre: E Funct: 431 Life if new: dirt-50, limestone-10
asphalt & rock-20 (if not new, see above)

BASE (RB): Material: Sand/Clay Clay Shell Limestone Compaction: N/A
Length 760 LF Base width N/A Base condition Notes: N/A
760 LF \$ 19.55 (half of 39.10)
Accounting Valuation\$ \$ 14,858.00
Fd: 80 Acct: 300 Dept: 81 Bldg: 0002 Prop: 0026 Class: 910 Cost Sre: E Funct: 431 Non-Depr

CURB & GUTTER AND MEDIAN ISLANDS (CG):

Type: None C&G - Ribbon - valley gutter -
Present on both sides of street ?
Life remaining (new 25 years): 25 years Accounting Valuation\$ \$0.00
Fd: 80 Acct: 300 Dept: 88 Bldg: 0009 Prop: 0026 Class: 950 Cost Sre: E Funct: 431 Life New 25 (if not new, see above)

Concrete sidewalk : Y N

width: Length: Accounting Valuation\$ \$0.00

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

RIGHTS OF WAY (RW)

road Length= 760 LF width=40ft (half of 80 ft)

Acers 0.7

Accounting Valuation\$ \$3,500.00

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

Driveway Culvert

Item	tag	length/qty	unit	description	unit price	amount	headwalls
1	1	0	LF	18"RCP	42.00	0.00	none

sub total \$0.00

TOTAL \$0.00

Fd: 80 Acct: 300 Dept: 84 Bldg: 0005 Prop: 0026 Class: 930 Cost Sre: E Funct: 431 Life New:25 (if not new, see above)

END OF ROAD SEGEMENTDECORATIVE STREET LIGHT FIXTURES (SL):

Notation: The City is not currently capturing decorative light a as an asset. If the lights are damaged, The City will pay to have the lights replaced with current standard street lighting and will consider this a maintenance type expense. If the S/D homeowners wish to pay the difference, the same type of decorative light fixture will be installed.

NUMBER OF FIXTURES APPROXIMATE COST INSTALLED

IF OLDER FIXTURES, APPROXIMATE COST TO REPLACE \$



407 East Laurel Avenue
P.O. Box 1750
Foley, Alabama 36536

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

March 22, 2019

Mayor and City Council
City of Foley
407 East Laurel Avenue
Foley, AL 36535

RE: Initial Zoning Recommendation

Dear Mayor Koniar and City Council Members:

The City of Foley Planning Commission held a meeting on March 20, 2019 and the following action was taken:

Blue Marlin Investments, LLC.- Request for Initial Zoning

The City of Foley Planning Commission has received a request to recommend to Mayor and Council the initial zoning of 38 +/- acres being annexed into the corporate limits. Proposed zoning is R-1C (Residential Single Family). Property is located south of County Rd. 26, west of Hickory St. Applicant is Blue Marlin Investments, LLC

Action Taken: Vice-Chairman Hare made a motion to recommend the initial zoning to Mayor and Council with the following contingency: a conservation area will be deeded to a Alabama Certified Land Trust and will remain as open space. Commissioner Wilters seconded the motion. All Commissioners voted aye.

Motion to recommend the initial zoning to Mayor and Council passes.

Please let me know if you have any questions or concerns.

Respectfully,

Amanda Cole
Planning & Zoning Assistant
acole@cityoffoley.org

MAYOR: John E. Konlar
CITY ADMINISTRATOR: Michael L. Thompson CITY CLERK: Kathryn Taylor
COUNCIL MEMBERS: J. Wayne Trawick; Vera Quailes; Ralph G. Hellmich; Cecil R. Blackwell; Charles Ebert III



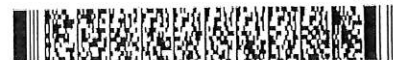
City of Foley, AL

Signature Copy

Ordinance: 19-2010-ORD

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 5/3/2019 2:11 PM
TOTAL \$ 61.00
17 Pages

1757875



File Number: 19-0135

Enactment Number: 19-2010-ORD

AN ORDINANCE APPROVING PETITION FOR ANNEXATION AND BRINGING PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF FOLEY OWNED BY DAVID VOSLOH

WHEREAS, on the 28th day of February, 2019, **David Vosloh**, being the owner(s) of all the real property hereinafter described, did file with the City Clerk a petition asking that the said tract(s) or parcel(s) of land be annexed to and become a part of the City of Foley, and

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

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

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

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

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

Tax Map Parcel # 05-61-01-02-0-000-064.004

PPIN # 291629

Section 3. Petitioner requested and Council approved zoning as B-3, Commercial Local Business District, upon adoption of this ordinance. Petitioner also requested the \$250 zoning fee be waived and Council approved the waiver.

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

the Probate Judge of Baldwin County, Alabama.

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

PASSED, APPROVED AND ADOPTED this 15th day of April, 2019.



President's Signature

Date

4-17-19

Attest by City Clerk

Date

4-17-19

Mayor's Signature

Date

4/17/19

I certify that the foregoing Ordinance was published in the Baldwin Times, a newspaper of general circulation in the City of Foley, in its issue of Friday, April 26, 2019

Kathryn Taylor, CM
City Clerk



PETITION FOR ANNEXATION

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

Dated this 28 day of February, 2019.

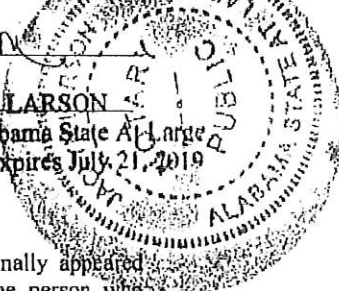
David Vostok
Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 28th day of February, 2019, before me personally appeared David Vostok, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

Jacelyn Larson
NOTARY PUBLIC
My Commission Expires July 21, 2019
Notary Public, Alabama State At Large
My Commission Expires July 21, 2019



STATE OF ALABAMA
BALDWIN COUNTY

On this ____ day of _____, 20__, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input checked="" type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission. — *To Be Waived*

Number of homes currently located on the property being annexed 2

Number of occupants Adults — Race —

Number of businesses currently located on the property being annexed 1

(If more than one business on property, print information on back.)

Name of business VOSLOH PROPERTIES LLC

Owner's Name DAVID VOSLOH

Mailing Address 23342 Carnoustie Drive

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed N/A

☐ No

David Vosloh 2/27/19
Petitioner's Signature Date

Petitioner's Signature

Date

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 12/17/2007 3:09 PM
DEED TAX \$ 195.00
MINERAL TAX \$ 1.00
TOTAL \$ 218.00
4 Pages

1090782

WARRANTY DEED

STATE OF ALABAMA :

COUNTY OF BALDWIN :

KNOW ALL MEN BY THESE PRESENTS, that David L. Vosloh and Sue N. Vosloh, husband and wife, the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration acknowledged to have been paid to the said Grantors by Vosloh Properties, LLC, an Alabama Limited Liability Company, the Grantee, do GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, subject to the provisions contained in this Warranty Deed, all that real property in the County of Baldwin, State of Alabama, described as follows, to-wit:

Parcel 1:

Lot 2 of the Resubdivision of Lot 1 of Lots 5 and 6 of Twin Bridges Estates, a Subdivision, in the South half of Section 2, Township 8 South, Range 4 East, Baldwin County, Alabama, according to the map or plat thereof recorded in Map Book 9, Page 108 in the records in the Office of the Judge of Probate of Baldwin County, Alabama.

ALSO:

An unseverable 2/165th interest in Lot 180, "Park." According to the plat thereof recorded on Slide 2325-C in the records in the Office of the Judge of Probate of Baldwin County, Alabama.

Parcel 2:

Lot 3 of the Resubdivision of Lot 1 of Lots 5 and 6 of Twin Bridges Estates, a Subdivision, in the South half of Section 2, Township 8 South, Range 4 East, Baldwin County, Alabama, according to the map or plat thereof recorded in Map Book 9, Page 108 in the records in the Office of the Judge of Probate of Baldwin County, Alabama.

ALSO:

An unseverable 2/165th interest in Lot 180, "Park." According to the plat thereof recorded on Slide 2325-C in the records in the Office of the Judge of Probate of Baldwin County, Alabama.

THIS CONVEYANCE AND THE WARRANTIES CONTAINED IN THIS WARRANTY DEED ARE
MADE SUBJECT TO THE FOLLOWING:

Restrictive covenants relating to the use and occupancy of the property described hereinabove, as set forth in instrument by W. C. Jones, et al., dated August 25, 1976, and recorded in Miscellaneous Book 26, Page 487, and all amendments thereto; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). (This applies to Parcels 1 and 2.)

Reservation of $\frac{1}{2}$ oil, gas and other minerals, and all rights in connection therewith, as contained in deed from Merchants National Bank, Trustee, et al, to W. C. Jones, et al., dated October 4, 1974, and recorded in Deed Book 468, Page 555. (This applies to Parcels 1 and 2.)

Reservation of all oil, gas and other minerals, and all rights in connection therewith, as contained in deed from George A. Skipper, et al., to W. C. Jones, dated July 14, 1974, and recorded in Deed Book 519, Page 345. (This applies to Parcels 1 and 2.)

Easement granted Alabama Electric Cooperative, dated January 6, 1988, and recorded in Real Property Book 309, Page 364. (This applies to Parcels 1 and 2.)

Restrictive covenants as contained in instrument recorded in Deed Book 492, Pages 325 through 329, and all amendments thereto; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). (This applies to Parcels 1 and 2.)

Building setback line and drainage and utility line easements as shown on the recorded plat of said subdivision. (This applies to Parcels 1 and 2.)

Rights of other parties as tenants in common, to the property described in this Warranty Deed.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances hereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD unto the said Grantee, and the successors and assigns of said Grantee, in fee simple, FOREVER.

And, except as to the above and taxes hereafter falling due, which are assumed by the Grantee, the Grantors, for the Grantors and for the heirs and assigns of the Grantors, COVENANT AND WARRANT to and with the said Grantee, and the successors and assigns of said Grantee, that the Grantors are seized of an indefeasible estate in fee simple in and to said real property and have a good and lawful right to sell and convey the same; that the Grantors are in quiet and peaceable possession of said real property; and that said real property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and the



PETITION FOR ANNEXATION

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

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

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

Dated this 28 day of February, 2019.

David Vostoh
Petitioner's Signature

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 28th day of February, 2019, before me personally appeared David Vostoh, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

Jacelyn Larson
NOTARY PUBLIC
My Commission Expires July 21, 2019
Notary Public, Alabama State At Large
My Commission Expires July 21, 2019

STATE OF ALABAMA
BALDWIN COUNTY

On this ____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

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

- | | | |
|-------------------------------------|-------|-------------------------------------------|
| <input type="checkbox"/> | R-1A | Residential Single Family |
| <input type="checkbox"/> | R-1B | Residential Single Family |
| <input type="checkbox"/> | R-1C | Residential Single Family |
| <input type="checkbox"/> | R-1D | Residential Single Family |
| <input type="checkbox"/> | R-1R | Restricted Residential Single Family |
| <input type="checkbox"/> | R-2 | Residential Single Family & Duplex |
| <input type="checkbox"/> | R-3 | Residential Multi Family |
| <input type="checkbox"/> | R-4 | Residential Single Family & Duplex |
| <input type="checkbox"/> | GPH-1 | Residential Garden-Patio Homes |
| <input type="checkbox"/> | TH-1 | Residential Townhouses |
| <input type="checkbox"/> | MH-1 | Residential Mobile Home Park/Subdivision |
| <input type="checkbox"/> | OSP | Open Space/Reservation District |
| <input type="checkbox"/> | PDD | Planned Development District |
| <input type="checkbox"/> | PUD | Planned Unit Development |
| <input type="checkbox"/> | PID | Planned Industrial District |
| <input type="checkbox"/> | B-1 | Central Business District |
| <input type="checkbox"/> | B-1A | Commercial Extended Business District |
| <input type="checkbox"/> | B-2 | Commercial Neighborhood Business District |
| <input checked="" type="checkbox"/> | B-3 | Commercial Local Business District |
| <input type="checkbox"/> | PO | Preferred Office District |
| <input type="checkbox"/> | M-1 | Light Industry |
| <input type="checkbox"/> | A-O | Agriculture Open Space |
| <input type="checkbox"/> | H | Overlying area of Historic District |

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission. — *To Be Waived*

Number of homes currently located on the property being annexed 2

Number of occupants Adults — Race —

Number of businesses currently located on the property being annexed 1

(If more than one business on property, print information on back.)

Name of business VOSLOH PROPERTIES LLC

Owner's Name DAVID VOSLOH

Mailing Address 23342 Carnoustie Drive

If property is undeveloped, have plans been submitted to Planning Commission?

☐ Yes

If yes, state estimated date the development or subdivision will be completed

☐ No

David Vosloh
Petitioner's Signature

2/27/19
Date

Petitioner's Signature

Date

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 12/17/2007 3:09 PM
DEED TAX \$ 195.00
MINERAL TAX \$ 1.00
TOTAL \$ 218.00
4 Pages

1090782

WARRANTY DEED

STATE OF ALABAMA :

COUNTY OF BALDWIN :

KNOW ALL MEN BY THESE PRESENTS, that David L. Vosloh and Sue N. Vosloh, husband and wife, the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration acknowledged to have been paid to the said Grantors by Vosloh Properties, LLC, an Alabama Limited Liability Company, the Grantee, do GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, subject to the provisions contained in this Warranty Deed, all that real property in the County of Baldwin, State of Alabama, described as follows, to-wit:

Parcel 1:

Lot 2 of the Resubdivision of Lot 1 of Lots 5 and 6 of Twin Bridges Estates, a Subdivision, in the South half of Section 2, Township 8 South, Range 4 East, Baldwin County, Alabama, according to the map or plat thereof recorded in Map Book 9, Page 108 in the records in the Office of the Judge of Probate of Baldwin County, Alabama.

ALSO:

An unseverable 2/165th Interest in Lot 180, "Park." According to the plat thereof recorded on Slide 2325-C in the records in the Office of the Judge of Probate of Baldwin County, Alabama.

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Easement granted Alabama Electric Cooperative, dated January 6, 1988, and recorded in Real Property Book 309, Page 364. (This applies to Parcels 1 and 2.)

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Building setback line and drainage and utility line easements as shown on the recorded plat of said subdivision. (This applies to Parcels 1 and 2.)

Rights of other parties as tenants in common, to the property described in this Warranty Deed.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances hereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD unto the said Grantee, and the successors and assigns of said Grantee, in fee simple, FOREVER.

And, except as to the above and taxes hereafter falling due, which are assumed by the Grantee, the Grantors, for the Grantors and for the heirs and assigns of the Grantors, COVENANT AND WARRANT to and with the said Grantee, and the successors and assigns of said Grantee, that the Grantors are seized of an indefeasible estate in fee simple in and to said real property and have a good and lawful right to sell and convey the same; that the Grantors are in quiet and peaceable possession of said real property; and that said real property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and the

Grantors do WARRANT AND WILL FOREVER DEFEND the title to said real property, and the possession of said real property, unto the said Grantee, and the successors and assigns of said Grantee, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have set the hands and seals of the Grantors on this Warranty Deed on this the 12th day of December, 2007.

David L. Vosloh (Seal)
David L. Vosloh

Sue N. Vosloh (Seal)
Sue N. Vosloh

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that David L. Vosloh, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 12th day of December, 2007.

Susanna L. Danner
Notary Public
My Commission Expires: **My Commission Expires July 7, 2011**

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Sue N. Vosloh, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 12th day of December, 2007.

Susanna L. Danner
Notary Public
My Commission Expires: **My Commission Expires July 7, 2011**

Address of Grantors:

23342 Carnoustie Drive
Foley, Alabama 36535

Address of Grantee:

23342 Carnoustie Drive
Foley, AL 36535

This Instrument Prepared By:

W. Kenneth Heard
Irby & Heard, P.C.
Attorneys at Law
Post Office Box 1031
Fairhope, Alabama 36533
(251) 928-4555

F:\WDDOCS\HDOCS\2274\075033\deed\00177225.DOC



TEDDY J. FAUST, JR.
Baldwin County Revenue Commissioner

P.O. Box 1389
Bay Minette, AL 36507-1389
Phone #: 251-937-0245
Fax #: 251-580-1820

VALUATION NOTICE

NOTICE DATE: 04/25/2018

FINAL APPEAL DATE: 05/25/2018

PPIN #: 291629

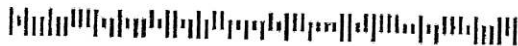
PARCEL #:

61-01-02-0-000-064.004

TAX DISTRICT: 02

3 of 3

090368



VOSLOH PROPERTIES L L C
23342 CARNOUSTIE DR
FOLEY AL 36535

100410

Valuation Notice

The Baldwin County Appraisal Department's market value estimate is shown below. Should you determine that this value estimate does not reasonably represent Market Value as of October 1, 2017, and you have information or evidence you would like to present to support your position, you may file an appeal of the County's appraised value and request a hearing for your valuation appeal.

Your appeal must be in written form, must include the PPIN and parcel number, a contact phone number, an email address if possible, and must be filed within 30 days of this notice. Appeal forms can be found on the County's website at www.baldwincountyal.gov or at the Revenue Commission offices located in Bay Minette, Fairhope, Foley, or Robertsdale. You may hand deliver your appeal to any Revenue Commission office, email to propertyappeal@baldwincountyal.gov, or mail to:

BALDWIN COUNTY BOARD OF EQUALIZATION
P. O. BOX 1389
BAY MINETTE, AL 36507

SUGGESTED INFORMATION FOR YOUR APPEAL HEARING:

- A. Recent purchase of property
- B. Recent appraisal of property
- C. Comparable sales occurring before October 1, 2017
- D. Documented income and expense for commercial properties
- E. Factual error concerning your property or value
- F. Photographs, survey, etc. that document specific issues that affect your property (topography or wetlands on the site, condition of improvements, etc.)

IF YOU HAVE ANY QUESTIONS CALL (251) 937-0245 OR EMAIL propertyappeal@baldwincountyal.gov

NOTICE DATE: 04/25/2018 FINAL APPEAL DATE: 05/25/2018

PPIN #: 291629 PARCEL #: 61-01-02-0-000-064.004 PHYSICAL ADDRESS: 10045 LONGVIEW DR

PROPERTY DESCRIPTION: 217.4' X 200' LOTS 2 & 3 RESUB OF LOT 1 OF LOTS 5 & 6 OF TWIN BRIDGE ESTATES SLIDE 2325-C& 4/165TH INT IN LOT 180 PARKPB9 PG108 SEC 2-T8S-R4E (WD)

	<u>Last Years Appraised Value</u>	<u>This Years Appraised Value</u>
LAND	43,900	43,900
BUILDINGS ETC.	396,500	399,700
TOTAL:	440,400	443,600

<u>Last Years Assessed Value</u>	<u>Last Years Tax Amount</u>	<u>This Years Assessed Value</u>	<u>This Years Estimated Tax</u>
88,080	2,466.24	88,720	2,484.16

THIS IS NOT A TAX BILL. YOUR TAX BILL WILL BE MAILED OCTOBER 1ST.
TAXES ARE BASED ON THE ASSESSED VALUE MULTIPLIED BY THE MILLAGE RATE.



David Vosloh Annexation

Parcel 05-61-01-02-0-000-064.004 PIN# 291629

Created by: Katy Taylor



Overview



Legend

- Centerlines
- Foley City Limits
- County Mask
- Parcels
- Lot Lines
- Streams and Creel
- Lakes and Bays

PIN - 291629
Par Num - 064.004
Acreage - 1.008
Subdivision - TBERLT1
Lot - 3
Street Name - LONGVIEW DR
Street Number - 10045
Improvement - SHOP,PAVI,FENC,FENC,GENO,2 MINI

Name - VOSLOH PROPERTIES L L C
Address1 - 23342 CARNOUSTIE DR
Address2 -
Address3 -
City - FOLEY
State - AL
Zip - 36535

The information contained in the digital data distributed by the Baldwin County Commission is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness, currency, thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the county geographic database. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of the data and assume no responsibility to maintain it in any matter or form.

Date created: 2/28/2019
Last Data Uploaded: 2/27/2019 9:06:03 PM

Developed by Schneider
GEOSPATIAL



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 19-1202-RES

File Number: 19-0344

Enactment Number: 19-1202-RES

A Resolution Accepting Annexations by Legislative Act 2019-363

WHEREAS, the City of Foley wished to expand their Corporate limits to include parcels that were surrounded by its corporate limits, and it was wise, expedient and economical for the annexation to be accomplished by the passage of a local law, and

WHEREAS, the City Council held a public meeting on Thursday, December 10, 2018 at 6:00 p.m. in which the owners of the parcels included in the legal descriptions were notified by certified, return receipt mail of said meeting, and

WHEREAS, the draft 2019 Legislative Bill was advertised four consecutive weeks (March 20 and 27, 2019 and April 3 and 10, 2019) in the Foley Onlooker and said bill passed both the House and the Senate prior to being signed into law by Governor Kay Ivey, and

WHEREAS, the bill enacted by Legislative Act 2019-363, signed by Governor Ivey on June 4, 2019 at 4:35 p.m., will become effective on the first day of the third month following its passage and approval by the Governor, which is effective September 1, 2019.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Act 2019-363 annexing the properties by Legislative Act 2019-363 are hereby accepted.

SECTION 2: City services will be added to this area effective September 1, 2019 and the City's records shall indicate infrastructure as being maintained by the City in places that are deemed appropriate.

SECTION 3: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 1st day of July 2019.



President's Signature

[Handwritten Signature]

Date

7-1-2019

Attest by City Clerk

Kathryn Jaylor

Date

7-1-19

Mayor's Signature

[Handwritten Signature]

Date

7/2/19

ACT #2019- 363

1 HB483
2 197072-3
3 By Representatives McMillan, Shiver, Simpson, Faust and Baker
4 (N & P)
5 RFD: Baldwin County Legislation
6 First Read: 23-APR-19



1
2 ENROLLED, An Act,

3 To alter, rearrange, and extend the boundary lines
4 and corporate limits of the City of Foley in Baldwin County.

5 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

6 Section 1. The boundary lines and corporate limits
7 of the City of Foley in Baldwin County are altered,
8 rearranged, and extended to include within the corporate
9 limits of the municipality, in addition to the lands now
10 included, all of the following territory:

11 Tract 1:

12 As recorded in Instrument No. 1527413 in the records
13 of the office of Judge of Probate Court of Baldwin County,
14 Alabama:

15 From the Northeast corner of the Northwest Quarter
16 of the Southeast Quarter of Section 27, Township 7 South,
17 Range 4 East, run West 25 feet to a point; thence run South 00
18 degrees 28 minutes East 40 feet; run thence South 00 degrees
19 28 minutes East 632 feet to a point; thence run Westerly 444
20 feet, more or less, to a point; thence run Northerly 178 feet,
21 more or less, to a point; thence run Easterly 444 feet, more
22 or less, to a point; thence run Northerly 454 feet, more or
23 less, to the Point of Beginning. (Pin 360902 Wolf Creek Park
24 LLC)

25 Tract 2:

1 As recorded in Instrument No. 1278167 in the records
2 of the office of Judge of Probate Court of Baldwin County,
3 Alabama:

4 Commencing at the Northeast corner of Section 27,
5 Township 7 South, Range 4 East, Baldwin County, Alabama, run
6 South 00 degrees 06 minutes 14 seconds East, along the East
7 line of said Section 27, a distance of 2,708.05 feet to a
8 point on the south right-of-way line of US Highway 98; run
9 thence West, along said right-of-way line, a distance of
10 708.20 feet to an iron rebar found; run thence South 00
11 degrees 08 minutes 36 seconds East a distance of 752.29 feet
12 to an iron rebar with plastic cap set by F. William Raber and
13 the Point of Beginning of the property herein described;
14 continue thence South 00 degrees 08 minutes 36 seconds East a
15 distance of 627.79 feet to an iron rebar with plastic cap set
16 by F. William Raber; run thence West a distance of 630.10 feet
17 to an iron rebar with plastic cap set by F. William Raber on
18 the east right-of-way line of Bender Lane; run thence North 00
19 degrees 09 minutes 24 seconds West, along said east
20 right-of-way line of Bender Lane, a distance of 628.38 feet to
21 an iron rebar with plastic cap set by F. William Raber; run
22 thence South 89 degrees 56 minutes 45 seconds East a distance
23 of 630.23 feet to the Point of Beginning; said property
24 containing 9.086 acres. (Pin 341074 Cox)

25 Tract 3:

1 As recorded in Instrument No. 1141169 in the records
2 of the office of Judge of Probate Court of Baldwin County,
3 Alabama:

4 Commence at an iron pin marker at the Northeast
5 corner of Section 27, Township 7 South, Range 4 East, and run
6 thence South 00 degrees 06 minutes 14 seconds East, a distance
7 of 2,668 feet to a point on the centerline of the pavement of
8 US Highway 98, thence continue South 00 degrees 06 minutes 14
9 seconds East, 369.5 feet for a Point of Beginning; thence
10 continue South 00 degrees 06 minutes 14 seconds East, 144.0
11 feet; thence run West, 435.5 feet to an iron pin marker;
12 thence run North 00 degrees 06 minutes 14 seconds West, 144.0
13 feet to an iron pin marker; thence run East 435.5 feet to the
14 Point of Beginning. Tract lies in the Southeast 1/4 of Section
15 27, Township 7 South, Range 4 East, Baldwin County, Alabama.
16 (Pin 90344 Engel)

17 Tract 4:

18 As recorded in Instrument No. 1141169 in the records
19 of the office of Judge of Probate Court of Baldwin County,
20 Alabama:

21 Commence at an iron pin marker at the Northeast
22 corner of Section 27, Township 7 South, Range 4 East, and run
23 thence South 00 degrees 06 minutes 14 seconds East, a distance
24 of 2,668 feet to a point on the centerline of the pavement of
25 US Highway 98, thence continue South 00 degrees 06 minutes 14

seconds East, 513.5 feet for a Point of Beginning; thence
continue South 00 degrees 06 minutes 14 seconds East, 212.23
feet; thence run West, 435.5 feet to an iron pin marker;
thence run North 00 degrees 06 minutes 14 seconds West, 212.23
feet to an iron pin marker; thence run East 435.5 feet to the
Point of Beginning. (Pin 100112 Engel)

Tract 5:

As recorded in Instrument No. 582416 in the records
of the office of Judge of Probate Court of Baldwin County,
Alabama:

Commencing at the Northeast corner of Section 27,
Township 7 South, Range 4 East, run South 00 degrees 06
minutes 14 seconds East 3,393.78 feet to the Point of
Beginning; continue thence South 00 degrees 06 minutes 14
seconds East 609.21 feet; thence run South 89 degrees 53
minutes 46 seconds West, 435.5 feet; thence run North 00
degrees 06 minutes 14 seconds West 610.0 feet; thence run East
435.5 feet to the Point of Beginning. (Pin 107924 Sessions)

Tract 6:

As recorded in Real Property Book 110 Page 175 in
the records of the office of Judge of Probate Court of Baldwin
County, Alabama:

Starting at the Northeast corner of the Southeast
Quarter of the Southeast Quarter of Section 27, Township 7
South, Range 4 East, run thence due West 660 feet to a stake;

1 run thence due South 300 feet to a stake; run thence due East
2 660 feet to a stake; run thence due North 300 feet to a stake,
3 being in the Point of Beginning, all lying in Baldwin County,
4 Alabama. (Pin 24920 Lane)

5 Tract 7:

6 As recorded in Instrument No. 890052 in the records
7 of the office of Judge of Probate Court of Baldwin County,
8 Alabama:

9 Commencing at the Northeast corner of the Northeast
10 Quarter of the Southwest Quarter of Section 26, Township 7
11 South, Range 4 East, Baldwin County, Alabama; thence run South
12 00 degrees 19 minutes East a distance of 200.0 feet; run
13 thence North 89 degrees 50 minutes 40 seconds West a distance
14 of 30.0 feet to the West line of Barin Field Road and the
15 Point of Beginning of the property herein described; run
16 thence South 00 degrees 19 minutes East along said West line a
17 distance of 100.0 feet; run thence North 89 degrees 50 minutes
18 40 seconds West a distance of 170.0 feet; run thence North 00
19 degrees 19 minutes West a distance of 100.0 feet; run thence
20 South 89 degrees 50 minutes 40 seconds East a distance of 170
21 feet to the Point of Beginning. (Pin 56715 Thornton)

22 Tract 8:

23 As recorded in Instrument No. 877681 in the records
24 of the office of Judge of Probate Court of Baldwin County,
25 Alabama:

1 Lot 1, Unit 2, Schlicting Subdivision, according to
2 map or plat thereof recorded in the Office of the Judge of
3 Probate of Baldwin County, Alabama, on slide 1380-A. (Pin
4 113200 BJ Residential Properties, LLC)

5 Tract 9:

6 As recorded in Instrument No. 1511296 in the records
7 of the office of Judge of Probate Court of Baldwin County,
8 Alabama:

9 Lot 2, Unit 2, Schlicting Subdivision, according to
10 map or plat thereof recorded in the Office of the Judge of
11 Probate of Baldwin County, Alabama, on slide 1380-A. (Pin
12 113201 McDuffie)

13 Tract 10:

14 As recorded in Instrument No. 1327411 in the records
15 of the office of Judge of Probate Court of Baldwin County,
16 Alabama:

17 Lot 3, Unit 2, Schlicting Subdivision, according to
18 map or plat thereof recorded in the Office of the Judge of
19 Probate of Baldwin County, Alabama, on slide 1380-A. (Pin
20 113202 Buchanan)

21 Tract 11:

22 As recorded in Instrument No. 1216947 in the records
23 of the office of Judge of Probate Court of Baldwin County,
24 Alabama:

1 Lot 4, Unit 2, Schlicting Subdivision, according to
2 map or plat thereof recorded in the Office of the Judge of
3 Probate of Baldwin County, Alabama, on slide 1380-A. (Pin
4 113203 Buchanan)

5 Tract 12:

6 As recorded in Instrument No. 983850 in the records
7 of the office of Judge of Probate Court of Baldwin County,
8 Alabama:

9 Lot 5, Unit 2, Schlicting Subdivision, according to
10 map or plat thereof recorded in the Office of the Judge of
11 Probate of Baldwin County, Alabama, on slide 1380-A. (Pin
12 113204 Thompson)

13 Tract 13:

14 As recorded in Instrument No. 1553561 in the records
15 of the office of Judge of Probate Court of Baldwin County,
16 Alabama:

17 Lot 6, Unit 2, Schlicting Subdivision, according to
18 map or plat thereof recorded in the Office of the Judge of
19 Probate of Baldwin County, Alabama, on slide 1380-A. (Pin
20 113205 Thornton)

21 Tract 14:

22 As recorded in Instrument No. 1580329 in the records
23 of the office of Judge of Probate Court of Baldwin County,
24 Alabama:

1 Commencing at the center of the intersection of
2 Baldwin County Highway No. 20 and James Road at or near the
3 Northeast corner of Section 9, Township 8 South, Range 4 East,
4 run thence in a Westerly direction along the centerline of
5 Baldwin County Highway No. 20, 1388 feet, more or less, to the
6 centerline of a private road providing access to said
7 property; run thence in a Southerly direction along the
8 centerline of said private road 236 feet to a point; run
9 thence in an Easterly direction parallel to the centerline of
10 Baldwin County Highway No. 20, 97.5 feet to a point; run
11 thence in a Northerly direction and parallel to the centerline
12 of the above described private road 236 feet, more or less, to
13 the centerline of Baldwin County Highway No. 20, run thence in
14 a Westerly direction along the centerline of Baldwin County
15 Highway No. 20, 97.5 feet, more or less, to the Point of
16 Beginning. (Pin 367206 Little)

17 Tract 15:

18 As recorded in Instrument No. 1413557 in the records
19 of the office of Judge of Probate Court of Baldwin County,
20 Alabama:

21 Lot 1A of Griffiths Subdivision, according to the
22 map or plat thereof recorded on Slide 2236-C, in the Office of
23 Judge of Probate of Baldwin County, Alabama. (Pin 269838 Ung)

24 Tract 16:

1 As recorded in Instrument No. 1413557 in the records
2 of the office of Judge of Probate Court of Baldwin County,
3 Alabama:

4 Lot 1B of Griffiths Subdivision, according to the
5 map or plat thereof recorded on Slide 2236-C, in the Office of
6 Judge of Probate of Baldwin County, Alabama. (Pin 276651 Ung)

7 Tract 17:

8 As part of the 160 acres, more or less, as recorded
9 in Instrument No. 1255317 in the records of the office of
10 Judge of Probate Court of Baldwin County, Alabama:

11 Being 53 acres, more or less, part of Lot 1
12 Griffith's Subdivision slide 2236-C, being described as
13 commencing at the Northeast corner of Section 9, Township 8
14 South, Range 4 East; thence run South 60 feet, more or less;
15 thence run West 50 feet, more or less; thence run Southerly 40
16 feet, more or less; thence run Southerly 494 feet, more or
17 less to the Point of Beginning; thence run Westerly 250 feet,
18 more or less; thence run Northerly 522.7 feet, more or less;
19 thence run Westerly 99 feet, more or less; thence run
20 Southerly 210 feet, more or less; thence run Westerly 210
21 feet, more or less; thence run Northerly 210 feet, more or
22 less; thence run Westerly 689 feet, more or less; thence run
23 Southerly 176 feet, more or less; thence run Westerly 97.5
24 feet, more or less; thence run Northerly 176 feet, more or
25 less; thence run Westerly 611 feet, more or less; thence run

1 Southerly 1,288 feet, more or less; thence run Easterly 521
 2 feet, more or less; thence run Southerly 150 feet, more or
 3 less; thence run Easterly 225 feet, more or less; thence run
 4 Northerly 150 feet, more or less; thence run Easterly 1,225
 5 feet, more or less; thence run Northerly 748 feet, more or
 6 less to the Point of Beginning. (Pin 26102 Little)

7 Tract 18:

8 As recorded in Instrument No. 952331 in the records
 9 of the office of Judge of Probate Court of Baldwin County,
 10 Alabama:

11 Commencing at the Northeast corner of Section 9,
 12 Township 8 South, Range 4 East, run South 00 degrees 00
 13 minutes 00 seconds East, along the East line of said Section
 14 9, 1320.56 feet to the Point of Beginning; continue thence
 15 South 00 degrees 00 minutes 00 seconds East along said East
 16 line 1320.50 feet; thence run North 89 degrees 55 minutes 50
 17 seconds West, 2679.00 feet; thence run North 00 degrees 00
 18 minutes 01 seconds West, 1320.73 feet; thence run South 89
 19 degrees 55 minutes 10 seconds East, 1184 feet; thence run
 20 South 00 degrees 00 minutes 00 seconds East, 154.00 feet;
 21 thence run South 89 degrees 55 minutes 50 seconds East, 224.00
 22 feet; thence run North 00 degrees 00 minutes 00 seconds West,
 23 154.00 feet; thence run South 89 degrees 55 minutes 50 seconds
 24 East 1271.00 feet to the Point of Beginning. All being 80.42
 25 acres, more or less, and lying in Section 9, Township 8 South,

1 Range 4 East, Baldwin County, Alabama. Less and except any
2 portion lying in a public road right-of-way. (Pin 119541
3 Horne)

4 Tract 19:

5 As recorded in Real Property Book 304 Page 1057 in
6 the records of the office of Judge of Probate Court of Baldwin
7 County, Alabama:

8 The North 527.40 feet of the East 665.00 feet of the
9 Southeast Quarter of Section 9, Township 8 South, Range 4 East
10 less the East 20.00 feet for road right-of-way, containing
11 8.00 acres, more or less, Baldwin County, Alabama. (Pin 72355
12 Beane)

13 Tract 20:

14 As recorded in Instrument No. 1487187 in the records
15 of the office of Judge of Probate Court of Baldwin County,
16 Alabama:

17 Commencing at the Northeast corner of the Southeast
18 Quarter of Section 9, Township 8 South, Range 4 East, Baldwin
19 County, Alabama; thence run South 00 degrees 01 minutes 12
20 seconds West a distance of 1054.80' to a point; thence run
21 South 89 degrees 55 minutes 22 seconds West a distance of
22 20.00' to a point on the west right-of-way line of James Road;
23 thence continue South 89 degrees 55 minutes 22 seconds West a
24 distance of 645.00' to a point; thence run South 00 degrees 01
25 minutes 12 seconds West a distance of 527.40' to a point;

1 thence run North 89 degrees 55 minutes 22 seconds East a
2 distance of 646.00' to a point; thence run North 00 degrees 01
3 minutes 12 seconds East a distance of 527.40' to the Point of
4 Beginning. (Pin 90230 Graham)

5 Tract 21:

6 As recorded in Real Property Book 304 Page 1059 in
7 the records of the office of Judge of Probate Court of Baldwin
8 County, Alabama:

9 The South 527.40 feet of the North 2109.60 feet of
10 the East 665.00 feet of the Southeast Quarter of Section 9,
11 Township 8 South, Range 4 East, less the East 20.00 feet for
12 road right-of-way containing 8.00 acres, more or less, Baldwin
13 County, Alabama. (Pin 91565 Young)

14 Tract 22:

15 As recorded in Instrument No. 899754 in the records
16 of the office of Judge of Probate Court of Baldwin County,
17 Alabama:

18 Being a parcel of land lying in the Northwest
19 Quarter of Section 10, Township 8 South, Range 4 East, Baldwin
20 County, Alabama; Being more particularly described as follows:
21 Commencing at the purported Northwest corner of the Northwest
22 Quarter of said Section 10; thence North 89 degrees 43 minutes
23 50 seconds East, 761.00 feet; thence South 00 degrees 16
24 minutes 10 seconds West, 40.00 feet to a inch crimp top iron
25 pipe found on the south right-of-way of Baldwin County Road

1 No. 20, same being the Point of Beginning of the parcel herein
2 described; thence continuing South 00 degrees 16 minutes 10
3 seconds East, 247.83 feet to a capped iron stamped Parkway
4 found for corner; thence North 89 degrees 43 minutes 50
5 seconds East, 270.17 feet to a capped iron stamped Parkway
6 found for corner; thence North 00 degrees 16 minutes 10
7 seconds West, 77.83 feet to a capped iron stamped 18393 found
8 for corner; thence South 89 degrees 44 minutes 02 seconds
9 West, 117.71 feet to a capped iron stamped PLS #17836 set for
10 corner; thence North 00 degrees 48 minutes 14 seconds West,
11 171.16 feet to a capped iron, not legible, found for corner on
12 said south right-of-way; thence North 89 degrees 17 minutes 30
13 seconds West, along said south right-of-way, 150.88 feet to
14 the Point of Beginning. (Pin 114883 Bennett)

15 Tract 23:

16 As recorded in Instrument No.896756 in the records
17 of the office of Judge of Probate Court of Baldwin County,
18 Alabama:

19 Commencing at the Northwest corner of Section 10,
20 Township 8 South, Range 4 East, Baldwin County, Alabama,
21 thence North 89 degrees 43 minutes 50 seconds East, 911.96
22 feet to a point; thence South 00 degrees 16 minutes 10 seconds
23 East for 40.00 feet to an iron pin on the South right-of-way
24 of County Road No. 20 (80' right-of-way) and Point of
25 Beginning: thence South 00 degrees 49 minutes 17 seconds East

1 for 169.83 feet to an iron pin; thence North 89 degrees 38
2 minutes 21 seconds East for 117.64 feet to an iron pin; thence
3 North 00 degrees 16 minutes 10 seconds West for 169.69 feet to
4 an iron pin; thence South 89 degrees 42 minutes 46 seconds
5 West for 119.27 feet to an iron pin and the Point of
6 Beginning. (Pin 234029 Champion RE LLC)

7 Tract 24:

8 As recorded in Real Property Book 552 Page 1918 in
9 the records of the office of Judge of Probate Court of Baldwin
10 County, Alabama:

11 Commencing at the Northwest corner of Section 10,
12 Township 8 South, Range 4 East, Baldwin County, Alabama;
13 thence South 00 degrees 02 minutes 57 seconds East for 1177.55
14 feet; thence North 89 degrees 57 minutes 03 seconds East for
15 20.0 feet to the East right-of-way line of a 40 foot dirt road
16 and the Point of Beginning; thence continue North 89 degrees
17 57 minutes 03 seconds East for 295.42 feet to an iron rod and
18 cap #18393; thence North 00 degrees 02 minutes 57 seconds West
19 for 141.42 feet to an iron rod and cap #18393; thence South 89
20 degrees 57 minutes 03 seconds West 295.42 feet, thence South
21 00 degrees 02 minutes 57 seconds East for 141.42 feet to the
22 Point of Beginning. (Pins 51706 & 119542 James)

23 Tract 25:

As recorded in Instrument No. 928513 in the records of the office of Judge of Probate Court of Baldwin County, Alabama:

Commencing at the Northwest corner of Section 18, Township 8 South, Range 5 East, thence run South 00 degrees 12 minutes 34 seconds East, 107.51 feet to an iron pin; thence run South 00 degrees 25 minutes 13 seconds West, 259.96 feet to an iron pin and the Point of Beginning; thence run South 89 degrees 55 minutes 19 seconds East, 474.64 feet to an iron pin; thence run South 41 degrees 53 minutes 53 seconds East, 184.43 feet to an iron pin; thence run South 06 degrees 13 minutes 46 seconds West, 151.14 feet to an iron pin; thence run South 83 degrees 32 minutes 36 seconds East, 30.02 feet to an iron pin; thence run North 89 degrees 13 minutes 52 seconds East, 344 feet more or less to the Westerly margin of Wolf Bay; thence run along the Westerly margin of Wolf Bay and the Northerly margin of Owens Creek, 1212 feet more or less to the East line of Lot 18, Cypress Cove Subdivision; thence run North 00 degrees 07 minutes 43 seconds West, 783 feet to the Point of Beginning. Together with an easement described as follows: Beginning at the Northwest corner of Section 18, Township 8 South, Range 5 East; thence run South 00 degrees 12 minutes 34 seconds East, 107.51 feet to an iron pin; thence run South 00 degrees 25 minutes 13 seconds West, 259.96 to an iron pin; thence run South 89 degrees 55 minutes 19 seconds

1 East, 50.00 feet to a point; thence run North 00 degrees 25
2 minutes 13 seconds East, 367.97 feet to a point; thence run
3 North 89 degrees 56 minutes 23 seconds West, 50.00 feet to an
4 iron pin and the Point of Beginning. (Pin 98309 Wolf Bay
5 Landing)

6 Tract 26:

7 As recorded in Instrument No. 1184479 in the records
8 of the office of Judge of Probate Court of Baldwin County,
9 Alabama:

10 That certain parcel of real property situate in the
11 Northeast Quarter of the Northeast Quarter of Section 7,
12 Township 8 South, Range 4 East, St. Stephens Meridian in
13 Baldwin County, Alabama; said parcel more particularly
14 described as follows:

15 Commencing at the Northeast corner of said Section 7
16 as monumented by railroad spike found in the center of
17 intersection of Hickory Lane and County Road 20;

18 Thence South 00 degrees 04 minutes 09 seconds West,
19 along the East line of said Section 7 a distance of 1329.00
20 feet to a point in the center of Hickory Lane; thence North 89
21 degrees 55 minutes 52 seconds West, along the South line of
22 the Northeast Quarter of the Northeast Quarter of said Section
23 7, a distance of 1334.53 feet to the Southwest corner of the
24 Northeast Quarter of the Northeast Quarter of said Section 7;
25 said point monumented by a #3 rebar; thence North 00 degrees

1 04 minutes 56 seconds East, along the West line of the
2 Northeast Quarter of said Section 7, a distance of 30.00 feet
3 to the Point of Beginning; said point monumented by a capped
4 rebar set by Gregory C. Spies, Surveyor; thence continuing
5 along said West line North 00 degrees 04 minutes 56 seconds
6 East, a distance of 240.00 feet to a point monumented by a
7 capped rebar set by Gregory C. Spies, Surveyor; thence South
8 00 degrees 04 minutes 56 seconds West, a distance of 240.00
9 feet to a point monumented by a capped rebar set by Gregory C.
10 Spies, Surveyor; thence North 89 degrees 55 minutes 52 seconds
11 West, a distance of 240.00 feet to the Point of Beginning.
12 Said Parcel containing 1.32 acres, more or less.

13 Together with a 30 foot wide non-exclusive
14 ingress/egress easement appurtenant to and augmenting the
15 above described parcel of real property; said easement more
16 particularly as follows:

17 Commencing at the Northeast corner of said Section 7
18 as monumented by railroad spike found in the center of
19 intersection of Hickory Lane and County Road 20; thence South
20 00 degrees 04 minutes 09 seconds West, along the section line
21 a distance of 1329.00 feet to a point in the center of Hickory
22 Lane; thence North 89 degrees 55 minutes 52 seconds West,
23 along the South line of the Northeast Quarter of the Northeast
24 Quarter of said Section 7, a distance of 30.60 feet, more or
25 less, to the Point of Beginning; said point located on the

1 West Right-of-way line of Hickory Lane; said point monumented
2 by a #5 rebar; thence continuing along the said South line
3 North 89 degrees 55 minutes 52 seconds West a distance of
4 1303.93 feet to a point monumented by a #3 rebar; said point
5 being the Southwest corner of the Northeast Quarter of the
6 Northeast quarter of said Section 7; thence North 00 degrees
7 04 minutes 56 seconds East, along the West line of the
8 Northeast quarter of the Northeast Quarter of said Section 7 a
9 distance of 30.000 feet to a point monumented by a capped
10 rebar set by Gregory C. Spies, Surveyor; thence South 89
11 degrees 55 minutes 52 seconds East, a distance of 1303.92
12 feet, more or less, to a point; said point located on the West
13 Right-of-way line of Hickory Lane; Thence south 00 degrees 04
14 minutes 09 seconds West, along said right-of-way line a
15 distance of 30.00 feet to the Point of Beginning; Said
16 Easement containing 0.90 acres, more or less. (Pin 315879 City
17 of Foley Utilities Board)

18 Tract 27:

19 As recorded in Map Book 3 Page 55 (Slide 127-A) in
20 the records of the office of Judge of Probate Court of Baldwin
21 County, Alabama;

22 Lot 14 Pine Grove Subdivision, being the Southeast
23 quarter of the Northeast quarter of Section 8, Township 8
24 South, Range 4 East, Baldwin County. (Pin 254324 Rawson)

25 Tract 28:

1 As recorded in Real Property Book 602 Page 1199 in
2 the records of the office of Judge of Probate Court of Baldwin
3 County, Alabama:

4 Commencing at the Southeast corner of the Northeast
5 Quarter of the Southeast Quarter of Section 8, Township 8
6 South, Range 4 East, Baldwin County, Alabama; thence run South
7 89 degrees 56 minutes 51 seconds West, 50 feet to a point on
8 the West right-of-way line of Highway Number 59; thence run
9 North 00 degrees, 07 minutes, 06 seconds West, along said
10 right-of-way, 166.38 feet to the Point of Beginning of the
11 property herein described; thence continue North 00 degrees 07
12 minutes 06 seconds West, along said right-of-way, 275.66 feet
13 to a point; thence run North 89 degrees 53 minutes 11 seconds
14 West, 345.97 feet to a point; thence run South 00 degrees 07
15 minutes 06 seconds East, 110.0 feet to a point; thence run
16 North 89 degrees 53 minutes 11 seconds West 269.97 feet to a
17 point; thence run North 00 degrees 08 minutes 15 seconds East,
18 110.92 feet to a point; thence run North 89 degrees 46 minutes
19 50 seconds West, 667.43 feet to a point; thence run South 00
20 degrees 01 minutes 35 seconds East, 220.69 feet to a point;
21 thence run South 89 degrees 40 minutes 54 seconds East, 666.80
22 feet to a point; thence run South 00 degrees 08 minutes 15
23 seconds West, 55.46 feet to a point; thence run South 89
24 degrees 57 minutes 13 seconds East, 616.68 feet to the Point
25 of Beginning. (Pin 82472 Rosser)

1 Tract 29:

2 As recorded in Real Property Book 96 Page 354 in the
3 records of the office of Judge of Probate Court of Baldwin
4 County, Alabama:

5 Commence at the Southeast corner of the Southeast
6 1/4 of the Northeast 1/4 of Section 20, Township 8 South,
7 Range 4 East, thence North along the East line of said 1/4 -
8 1/4 Section 40 feet thence 89 degrees 27 minutes left and
9 along the North right-of-way line of Baldwin County Road #10
10 450.0 feet, thence 89 degrees 27 minutes right 323.21 feet to
11 the Point of Beginning, thence 90 degrees 33 minutes right 400
12 feet to a point on the West right-of-way line of Alabama
13 Highway #59, thence 90 degrees 33 minutes left 100 feet thence
14 89 degrees 17 minutes left 400 feet, thence 90 degrees 33
15 minutes left 100 feet to the Point of Beginning. (Pin 30127
16 Molinaro)

17 Tract 30:

18 As recorded in Instrument No. 1406241 in the records
19 of the office of Judge of Probate Court of Baldwin County,
20 Alabama:

21 Commence at the Southwest corner of the Northeast
22 Quarter of the Northeast Quarter of Section 17, Township 7
23 South, Range 4 East for the Point of Beginning. Thence East
24 1276.6 feet to a point on the West right-of-way line of
25 Alabama Highway No.59, thence 90 degrees 5 1/2 minutes left

1 along said right-of-way line 300 feet; thence 89 degrees 54
2 1/2 minutes left 1,276.6 feet; thence 90 degrees 5 1/2 minutes
3 left 300 feet to the Point of Beginning. (Pin 77285 Sunsouth
4 Properties LLC)

5 Tract 31:

6 As recorded in Slide 2108-F in the records of the
7 office of Judge of Probate Court of Baldwin County, Alabama:

8 Lot 5, Ruegg Commercial Park. (Pin 262941 Faith
9 Tabernacle Inc.)

10 Tract 32:

11 As recorded in Real Property Book 708 Page 1119 in
12 the records of the office of Judge of Probate Court of Baldwin
13 County, Alabama:

14 Starting at a point 43.6 feet North and 150 feet
15 East of the Southwest Corner of the Southeast Quarter (SE 1/4)
16 of the Northwest Quarter (NW 1/4), Section Thirty (30),
17 Township Seven (7) South, Range (4) East, on the North line of
18 Alabama Highway No. 89 Right-of-way (now known as Alabama
19 Highway No. 98), run thence North 290.4 feet; run thence East
20 150 feet; run thence South 290.4 feet to a point on the said
21 North Right-of-way line; run thence West 150 feet to the Point
22 of Beginning, Less and Except any portion of subject property
23 lying within road Right-of-way. (Pin 3046 Grant)

24 Tract 33:

1 As recorded in Instrument No. 1089962 in the records
2 of the office of Judge of Probate Court of Baldwin County,
3 Alabama:

4 Commencing at the Southeast corner of the Northwest
5 quarter of Section 30, Township 7 South, Range 4 East, run
6 thence North along the East line of said Northwest Quarter 40
7 feet, more or less, to a point on the North right-of-way line
8 of US Highway 98, thence run Westerly along said North
9 right-of-way line 15 feet to a point on the West line of the
10 30 foot county right-of-way, thence run Westerly along said
11 North right-of-way line 167.5 feet to the Point of Beginning,
12 thence run 145.2 feet, thence run westerly parallel to said
13 Highway 98 150 feet, then run South 145.2 feet to a point on
14 the North right-of-way line of US Highway 98, thence run East
15 150 feet to the Point of Beginning. (Pin 15863 Ortho Clubhouse
16 LLC)

17 Tract 34:

18 As recorded in Instrument No. 1100701 in the records
19 of the office of Judge of Probate Court of Baldwin County,
20 Alabama:

21 Being a parcel of land lying in the Northeast 1/4 of
22 Section 30, Township 7 South, Range 4 East, Baldwin County,
23 Alabama, and also being more particularly described as
24 follows: Commencing at the Northwest Corner of said Section
25 30; thence South 89 degrees 59' 06" East, 2680.02 feet; thence

1 South 00 degrees 32'48" West, 2640.10 feet to the North
 2 right-of-way of US Highway 98; thence South 89 degrees 44' 33"
 3 East along said right-of-way, 600.00 feet; thence South 00
 4 degrees 32' 48" West, 46.00 feet to the approximate centerline
 5 of said Highway and the Point of Beginning of the parcel
 6 herein described; thence North 00 degrees 32' 48" East,
 7 1016.40 feet; thence South 89 degrees 27' 07" East, 300.00
 8 feet; thence South 00 degrees 32' 48" West, 1016.40 feet to
 9 said centerline; thence North 89 degree 27' 07" West, along
 10 said centerline, 300.00 feet to the Point of Beginning. (Pins
 11 273321, 231281 King)

12 Tract 35:

13 As recorded in Instrument No. 659314 in the records
 14 of the office of Judge of Probate Court of Baldwin County,
 15 Alabama:

16 The Southeast Quarter of the Northeast Quarter of
 17 Section 30, Township 7 South, Range 4 East. (Pin 41945 Taylor)

18 Tract 36:

19 As recorded in Real Property Book 771 Page 909 in
 20 the records of the office of Judge of Probate Court of Baldwin
 21 County, Alabama:

22 Commencing at the Southwest corner of Section 9,
 23 Township 7 South, Range 4 East; run thence East along the
 24 North line of said Section 9 a distance of 815.7 feet to a
 25 point; thence run North a distance of 40 feet to a point on

1 the North right of way line of Harney Road, an 80 foot right
2 of way and the point of beginning of the property herein
3 described; thence continue North a distance of 580.00 feet to
4 a point; thence run South 89° 55' 27" West, a distance of
5 600.00 feet to a point; thence run North 00° 11' 13" East, a
6 distance of 700.00 feet to a point; thence run North 89°
7 55' 27" East, a distance of 1,083.20 feet to a point on the
8 West line of a 60 foot right of way; thence run South 00° 11'
9 13" West, along said West right of way line a distance of
10 700.00 feet to a point; thence run South 89° 55' 27" West, a
11 distance of 200.00 feet to a point; thence run South a
12 distance of 580 feet to a point on the North line of said
13 Hadley Road, an 80 foot right of way; thence run West along
14 the North line of said right of way a distance of 283.20 feet
15 to the Point of Beginning. Contains 21.18 acres. (Pin 21332,
16 Langford).

17 Tract 37:

18 As recorded in Real Property Book 488 Page 171 in
19 the records of the office of Judge of Probate Court of Baldwin
20 County, Alabama:

21 The East half of the West half of the Southeast
22 Quarter of Section 9, Township 8 South, Range 4 East, Baldwin
23 County, Alabama. (Pin 90215_Victory Life Church)

24 Tract 38:

1 As recorded on Instrument No. 1264547 in the records
2 of the office of Judge of Probate Court of Baldwin County,
3 Alabama:

4 The West Half of the East Half of the Southeast
5 Quarter of Section 9, Township 8 South, Range 4 East, Baldwin
6 County, Alabama. (Pin 91555_Young Family Limited Partnership)

7 Tract 39:

8 As recorded in Real Property Book 304 Page 1061 in
9 the records of the office of Judge of Probate Court of Baldwin
10 County, Alabama:

11 The south 527.40 feet of the East 665.00 feet of the
12 Southeast Quarter of Section 9, Township 8 South, Range 4 East
13 less the East 20.00 feet and the South 40.00 feet for road
14 right-of-way containing 8.00 acres, more or less, Baldwin
15 County, Alabama. (Pin 91557_Young)

16 Tract 40:

17 As recorded in Real Property Book 189 Page 1415 in
18 the records of the office of Judge of Probate Court of Baldwin
19 County, Alabama:

20 Commence at the Northwest corner of Section 10,
21 Township 8 South, Range 4 East; run thence East along the
22 North line of said Section 10 for 1,166.2 feet to the Point of
23 Beginning; run thence South for 287.83 feet; run thence East
24 for 101.3 feet; run thence North 287.83 feet to the North line
25 of Section 10, Township 8 South, Range 4 East; run thence West

1 101.3 feet along Section line to the Point of Beginning. Said
 2 land being in Section 10, Township 8 South, Range 4 East,
 3 Baldwin County, Alabama, LESS AND EXCEPT the North 40.0 feet
 4 of the above described property for a right of way of County
 5 Road No. 20. (Pin 54282_Cruz)

6 Tract 41:

7 As recorded on Instrument No. 1473505 in the records
 8 of the office of Judge of Probate Court of Baldwin County,
 9 Alabama:

10 Commencing at the purported Northwest corner of
 11 Section 10, Township 8 South, Range 4 East, Baldwin County,
 12 Alabama; thence south 00 degrees 13 minutes 00 seconds east, a
 13 distance of 1418.61 feet to a point; thence north 89 degrees
 14 47 minutes 00 seconds east, a distance of 40.0 feet to a point
 15 on the east right-of-way line of James Road (80' right-of-way)
 16 said point being the point of beginning; thence continue north
 17 89 degrees 47 minutes 00 seconds east along said line, a
 18 distance of 363.00 feet to a point; thence south 00 degrees 13
 19 minutes 00 seconds east, a distance of 120.00 feet to a point;
 20 thence south 89 degrees 47 minutes 00 seconds west, a distance
 21 of 363.00 feet to a point on the above mentioned east
 22 right-of-way of James Road; thence north 00 degrees 13 minutes
 23 00 seconds west, along said right-of-way a distance of 120.00
 24 feet to the point of beginning. said land being a portion of

1 James Corners subdivision as recorded on slide 2216 d & e.
2 (Pin 342291_Walker)

3 Tract 42:

4 As recorded in Real Property Book 219 Page 240 in
5 the records of the office of Judge of Probate Court of Baldwin
6 County, Alabama:

7 Commence at the Northwest corner of Section 10,
8 Township 8 South, Range 4 East; run thence South 00° 02' 57"
9 East for 1538.61 feet; run thence North 89° 57' 03" East for
10 20 feet to the East Right-of-Way of a 40' dirt road for the
11 Point of Beginning; run thence North 89° 57' 03" East for
12 187.7 feet; run thence South 00° 02' 57" East for 116.04 feet;
13 run thence South 89° 57' 03" West for 187.7 feet to said East
14 Right-of-Way of 40' dirt road; run thence North 00° 02' 57"
15 West along said East Right-of-Way for 116.04 feet to the Point
16 of Beginning. Said land being in Section 10, Township 8 South,
17 Range 4 East, Baldwin County, Alabama. (Pin 60062_Pumphrey).

18 Tract 43:

19 As recorded on Slide 2216-E in the records of the
20 office of Judge of Probate Court of Baldwin County, Alabama:

21 The 55.96 acres, Parcel Number
22 61-02-10-0-000-004.000, outparcel of James Corner subdivision
23 per plat recorded by Laurence H. Zander, PLS dated March 2005.
24 (Pin 21868_Callaway).

25 Tract 44:

1 As recorded on Instrument No. 1664586 in the records
2 of the office of Judge of Probate Court of Baldwin County,
3 Alabama:

4 Lot 1, Little Woerner Subdivision, according to the
5 map or plat thereof recorded on Slide 2617-A in the Office of
6 Judge of Probate of Baldwin County, Alabama. (Pin
7 376297_Woerner)

8 Tract 45:

9 As recorded on Instrument No. 1347935 in the records
10 of the office of Judge of Probate Court of Baldwin County,
11 Alabama:

12 110' x 145' (S) Beg at the NE corner of the NE 1/4
13 the NE 1/4 run S 663' (S), TH W 255' (S) for the POB, TH run S
14 110' (S), TH W 145' (S), TH N 110', TH E 145' (S) to the POB.
15 (Pin 1486_McCroan)

16 Section 2. In accordance with Section 11-42-6, Code
17 of Alabama 1975, a map showing the proposed territory to be
18 annexed to the City of Foley is on file in the office of the
19 Judge of Probate in Baldwin County, Alabama, and the map is
20 open to the inspection of the public.

21 Section 3. This act shall become effective
22 immediately following its passage and approval by the
23 Governor, or its otherwise becoming law.

1

2

3

Mac McClatchey

4

Speaker of the House of Representatives

5

[Signature]

6

President and Presiding Officer of the Senate

7

House of Representatives

8

I hereby certify that the within Act originated in
and was passed by the House 07-MAY-19.

9

10

11

12

13

Jeff Woodard
Clerk

14

15

16

Senate

29-MAY-19

Passed

17

APPROVED

6/4/19

TIME

4:35pm

Kay Ivey

GOVERNOR

Alabama Secretary Of State

Act Num.....: 2019-363
Bill Num....: H-483

Recv'd 06/05/19 11:16amSL

52

INSOR

DIST. NO.

M.M. Man

95

SPONSORS

D. 64

28

H. 96

29

F. 94

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Baker 66

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JEFF WOODARD,
Clerk

HOUSE ACTION

LLI

DATE:

4-24

2019

RD 1 RFD

BCL

REPORT OF STANDING COMMITTEE

This bill having been referred by the
House to its standing committee on

was

acted upon by such committee in ses-
sion, and returned therefrom to the
House with the recommendation that it be

Passed, w/amend(s) w/sub

this 12th day of May 20 19

Chairperson

DATE:

5-2

2019

RF

RD 2 CAL

DATE:

20

RE-REFERRED

RE-COMMITTED

Committee

I hereby certify that the Resolution as
required in Section C of Act No. 81-889
was adopted and is attached to the Bill,

HB 483

YEAS 41

NAYS 0

DATE:

20

RECONSIDERED

YEAS

NAYS

SENATE ACTION

DATE:

20

RD 1 RFD

This Bill was referred to the Standing Committee of
the Senate onand was acted upon by such Committee in
session and is by order of the Committee
returned therefrom with a favorable report
w/amd(s) w/sub w/eng sub
by a vote of

years days abstain

this 20th day of May 20 19

Chairperson

DATE:

20

RF

RD 2 CAL

I hereby certify that the Resolution as
required in Section C of Act No. 81-889
was adopted and is attached to the Bill,
HB 483

YEAS NAYS 1

PATRICK HARRIS,
Secretary

DATE:

RD 3 at length

PASSED

PASSED AS AMENDED

YEAS

NAYS

And was ordered returned forthwith to the House.

PATRICK HARRIS,
Secretary

DATE:

20

INDEFINITELY POSTPONED YEAS

NAYS

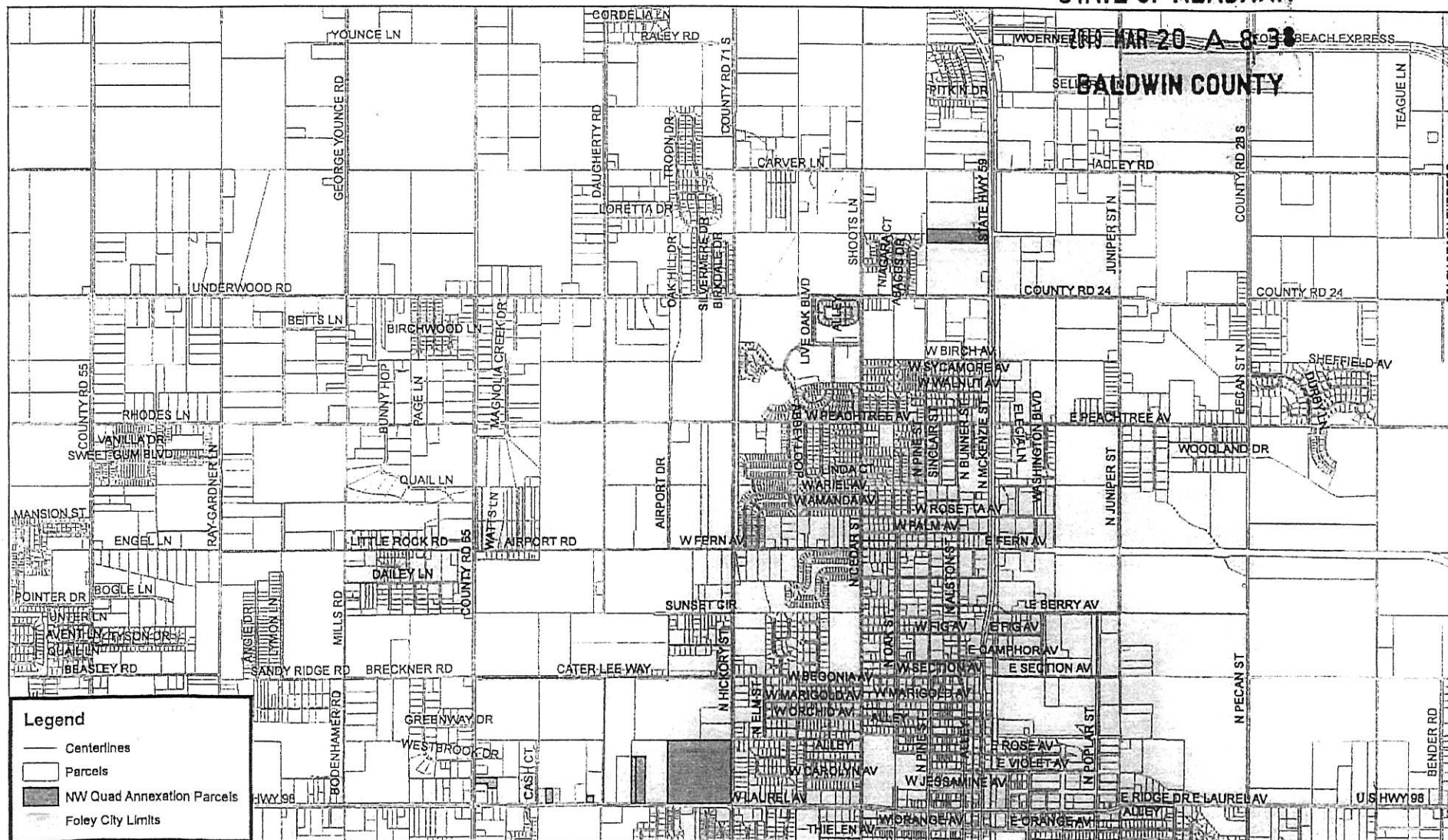
**City of Foley 2019 Legislative Annexation
NW Quad**



STATE OF ALABAMA

2019 MAR 20 A 8:31

BALDWIN COUNTY



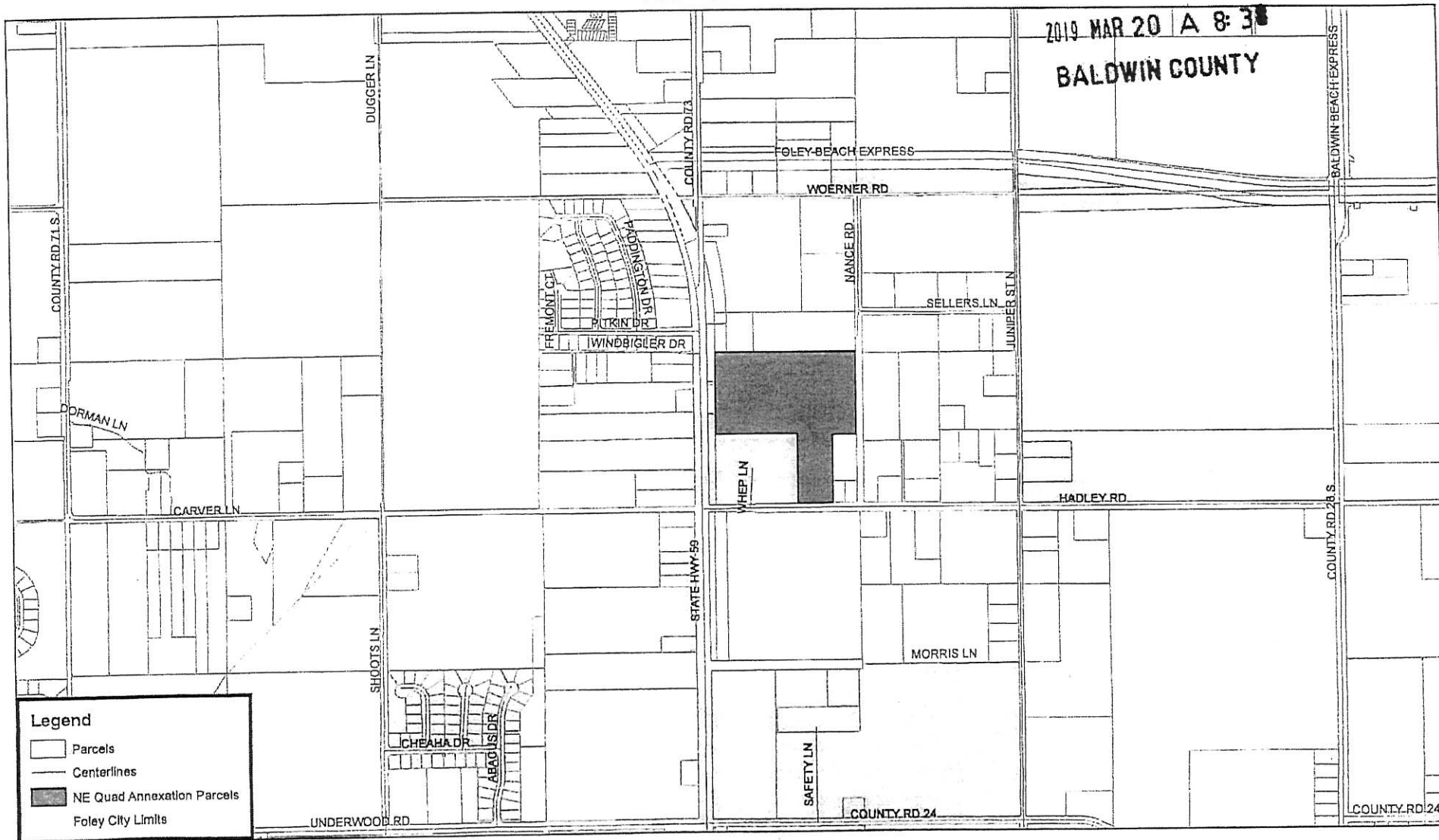
Foley

City of Foley 2019 Legislative Annexation NE Quad

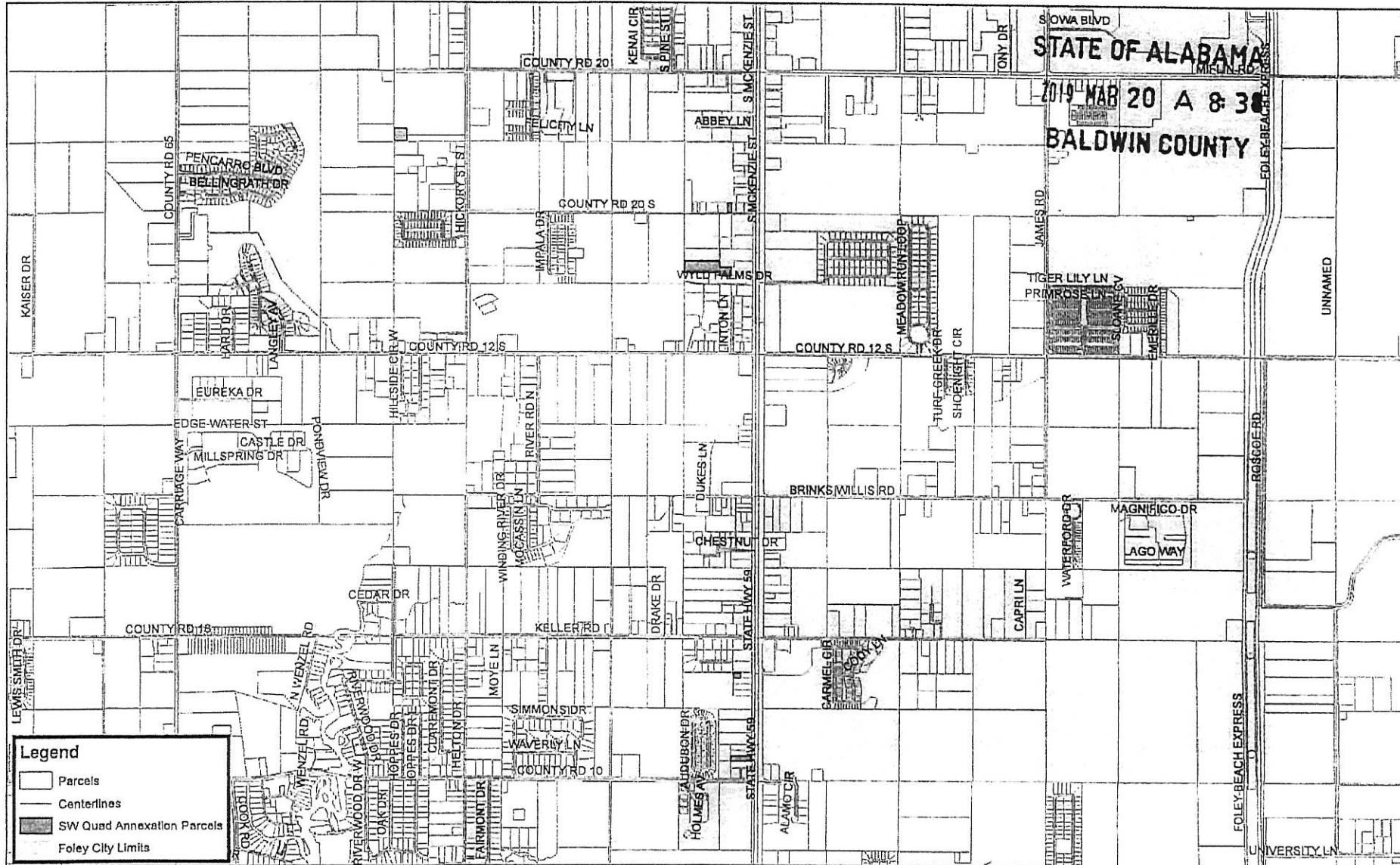
STATE OF ALABAMA



2019 MAR 20 A 8:30
BALDWIN COUNTY



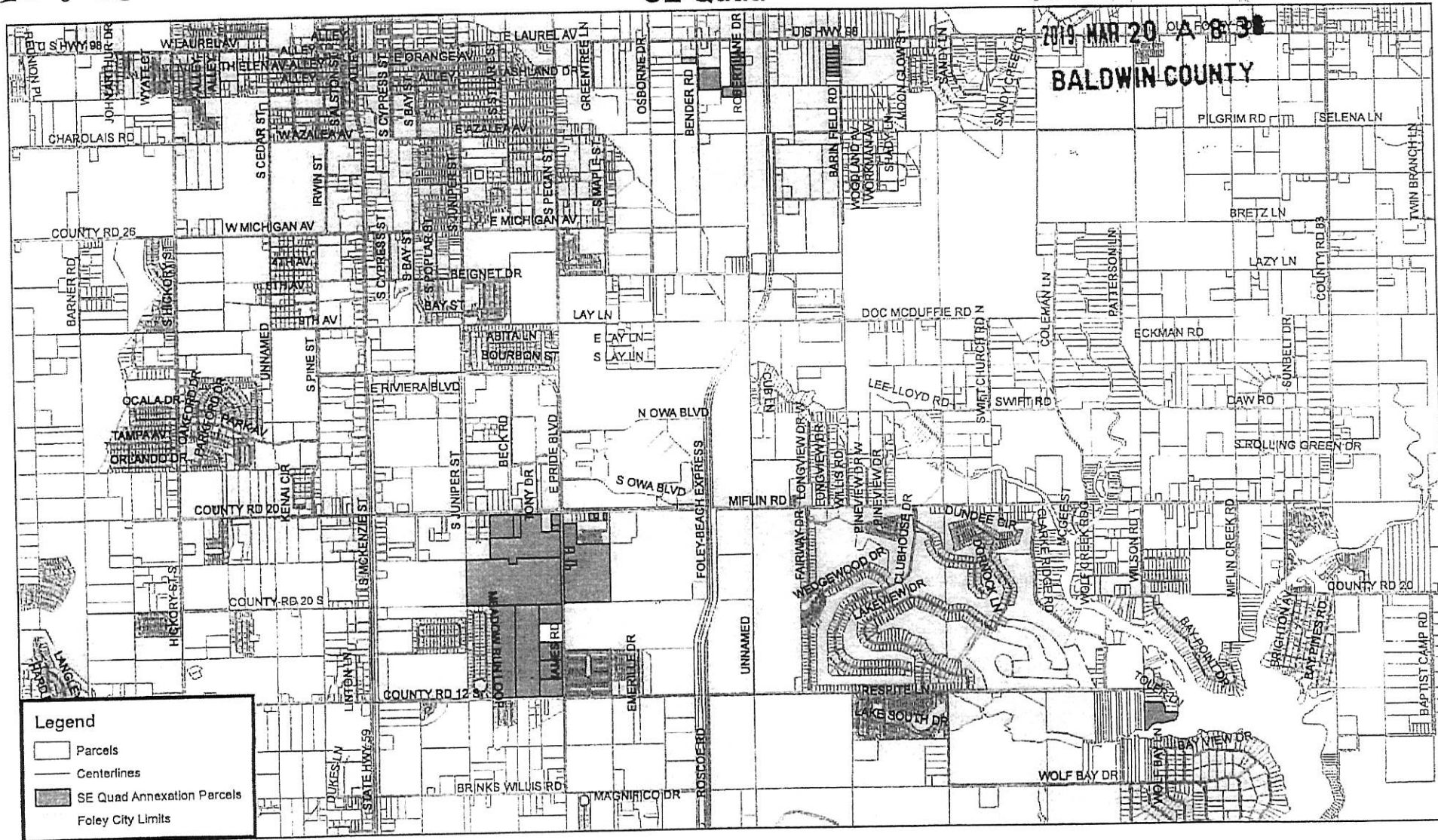
City of Foley 2019 Legislative Annexation SW Quad



Foley

City of Foley 2019 Legislative Annexation SE Quad

STATE OF ALABAMA





City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 19-1242-RES

File Number: 19-0366

Enactment Number: 19-1242-RES

A Resolution Reducing the City's Corporate Limits

WHEREAS, Henry Langford was advised of the proposed 2019 Annexation by Legislative Act and received notice of the public hearing held on December 10, 2019, and had made his wishes known that he wanted to "Opt-Out", and

WHEREAS, the property located at 20189 Hadley Road, which consists of 21.18 acres, was inadvertently included in Legislative Act 2019-363 annexing various properties throughout the City of Foley, and

WHEREAS, it is the City's desire to decrease the City's corporate limits by de-annexing 20189 Hadley Road in accordance with the procedures set forth in the *Code of Alabama, 1975, Section 11-42-200*.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Approves the de-annexation of 20189 Hadley Road.

SECTION 2: The qualified elector that owns the property is Henry Langford.

SECTION 3: Approves the new corporate limits as set forth in the attached Exhibit "A".

SECTION 4: A certified copy of this resolution defining the City's proposed corporate limits will be sent to the Judge of Probate, Baldwin County, Alabama, who will hold a hearing at which the owner of record, Henry Langford, may appear before the Judge of Probate to show just cause as to why the proposed reduction of corporate limits should not take place (Section 11-42-202, Code of Alabama, 1975).

SECTION 5: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 19th day of August 2019.



PETITION REQUESTING DE-ANNEXATION
(MUST BE COMPLETED BY PROPERTY OWNER)

To the Mayor and Council of Foley, Alabama:

We, the undersigned owners of the property described in "Appendix A" hereby petition the City of Foley and request that said City de-annex the described property from the corporate boundaries of Foley.

Said owners certify that they are the owners of the land identified in "Appendix A" and that there are no other owners or co-owners of any such property.

Henry F. Langford
Signature of Owner (1)

July-11-19
Date

HENRY F. LANGFORD
Print Name and Title

20189 HADLEY RD FOLEY AL 36535
Address, City, State, Zip Code

Blenda W. Shanks
Notary

7/11/2019

Expires: 4/04/2020



Signature of Owner (2)

Date

Print Name and Title

Notary Seal

Address, City, State, Zip Code

Notary

Signature of Owner (3)

Date

Print Name and Title

Notary Seal

Address, City, State, Zip Code

Notary



ADDENDUM TO APPLICATION

Please answer the following:

1. Total population, including children and tenants, who live on the property to be de-annexed is: 1
2. Total number of dwelling on the property: 1
3. Total number of persons, including children and tenants, living on the property, by race:

☒ WHITE ☐ HISPANIC ☐ AFRICAN AMERICAN ☐ ASIAN
☐ NATIVE AMERICAN ☐ OTHER (SPECIFY) _____

4. Total number of persons, eighteen (18) years of age or older living on the property: 0
5. Total number of individuals, eighteen (18) years of age or older who are registered to vote in Baldwin County, Alabama, who live on the property: 0

Please provide the complete name and age for each such person:

_____	_____
_____	_____
_____	_____

6. What is the current use for the property to be de-annexed:

☒ Residential ☒ Commercial

7. State the reason(s) for requesting de-annexation by the City of Foley, Alabama:

Property was annexed by Legislative Act #2019-363

8. Voting District: 1



ATTACHMENT "A"

Tax Parcel ID Number and Legal Description of Property to be De-Annexed:

Tax Parcel ID#: 05-54-02-09-0-000-025-000

PPIN# 21332

Legal Description:

Tract 36:

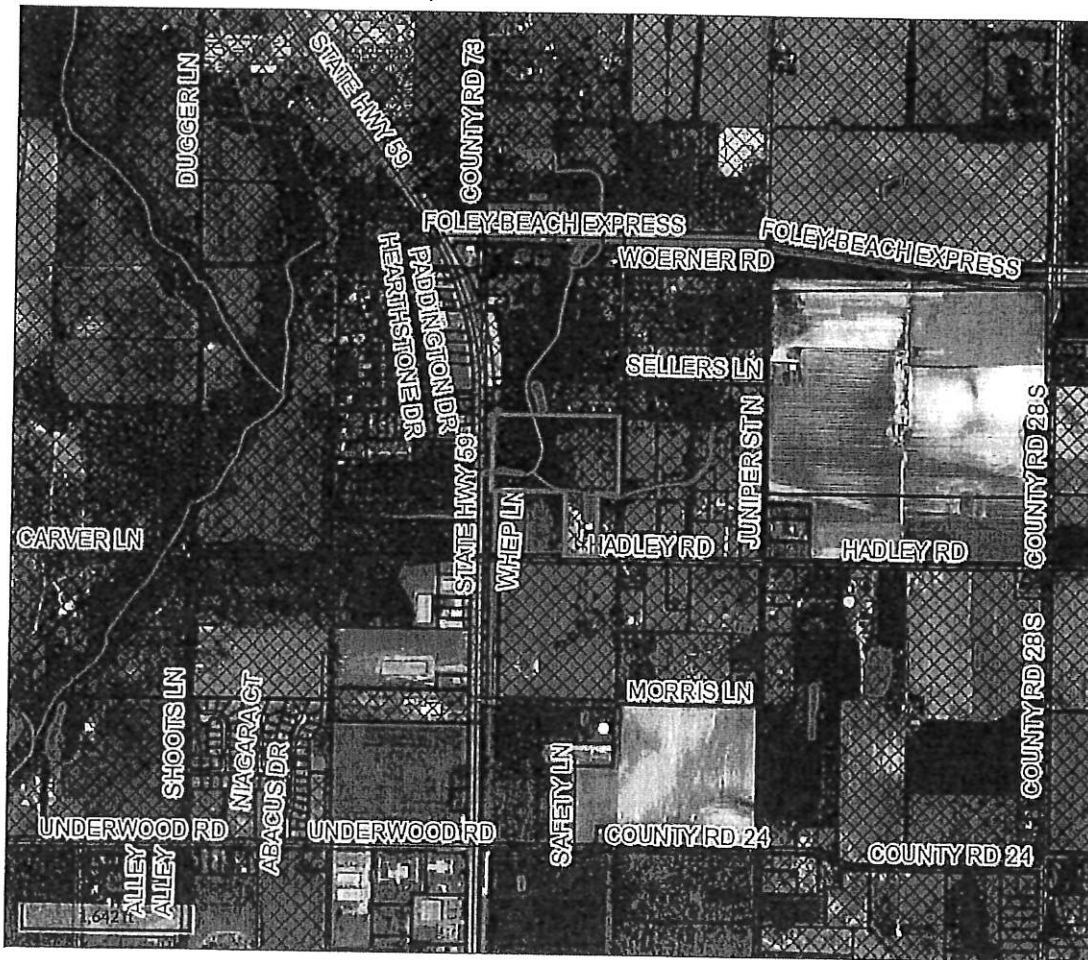
As recorded in Real Property Book 771 Page 909 in the records of the office of Judge of Probate Court of Baldwin County, Alabama:

Commencing at the Southwest corner of Section 9, Township 7 South, Range 4 East; run thence East along the North line of said Section 9 a distance of 815.7 feet to a point; thence run North a distance of 40 feet to a point on the North right of way line of Harney Road, an 80 foot right of way and the point of beginning of the property herein described; thence continue North a distance of 580.00 feet to a point; thence run South $89^{\circ} 55' 27''$ West, a distance of 600.00 feet to a point; thence run North $00^{\circ} 11' 13''$ East, a distance of 700.00 feet to a point; thence run North $89^{\circ} 55' 27''$ East, a distance of 1,083.20 feet to a point on the West line of a 60 foot right of way; thence run South $00^{\circ} 11' 13''$ West, along said West right of way line a distance of 700.00 feet to a point; thence run South $89^{\circ} 55' 27''$ West, a distance of 200.00 feet to a point; thence run South a distance of 580 feet to a point on the North line of said Hadley Road, an 80 foot right of way; thence run West along the North line of said right of way a distance of 283.20 feet to the Point of Beginning. Contains 21.18 acres. (Pin 21332, Langford).

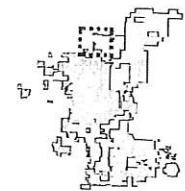
De-Annexation

PPIN# 21332

Created by: Katy Taylor



Overview



Legend

- Centerlines
- Foley City Limits
- ▨ County Mask
- Parcels
- Lot Lines
- Streams and Creeks
- Lakes and Bays

PIN - 21332

Par Num - 025.000

Acreage - 23.037

Subdivision -

Lot -

Street Name - HADLEY RD

Street Number - 20189

Improvement - 2 WARS,FENC,4 PAVI,BARN,BARN

Name - LANGFORD, HENRY F

Address1 - 20189 HADLEY RD

Address2 -

Address3 -

City - FOLEY

State - AL

Zip - 36535

The information contained in the digital data distributed by the Baldwin County Commission is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness, currency, thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the county geographic database. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of the data and assume no responsibility to maintain it in any matter or form.

Date created: 7/11/2019

Last Data Uploaded: 7/11/2019 5:03:23 AM

Developed by  **Schneider**
GEOSPATIAL



Baldwin County Commission

Agenda Action Form

File #: 19-2137, **Version:** 1

Item #: BA6

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Keri Green, Administrative Support Specialist III

ITEM TITLE

City of Robertsdale - Annexation Notification

STAFF RECOMMENDATION

Authorize the placement of the City of Robertsdale's Annexation Ordinance No. 008-19 annexing property into the corporate limits of the City of Robertsdale, Alabama into the minutes of the October 1, 2019, Baldwin County Commission regular meeting with proper notifications to the following departments/organizations:

Baldwin County Departments

Baldwin County Commission

Building Inspection

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 City of Robertsdale submitted a copy of Ordinance No. 008-19 for the annexation of certain property into the corporate limits of the municipality of the City of Robertsdale, Alabama, to

be made part of the record of the Baldwin County Commission meeting on October 1, 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: N/A

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

Administration - Mail Correspondence to:

The Honorable Charles H. Murphy

Mayor

City of Robertsdale

Attention: Shannon J. Burkett, City Clerk

P.O Box 429

Robertsdale, Alabama 36567

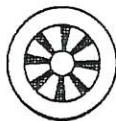
Memo to various departments/organizations

Additional instructions/notes: N/A

4BCC
WD
RC

MAYOR
Charles H. Murphy
COUNCIL MEMBERS:
Joe M. Kitchens
Paul Hollingsworth
Brent Kendrick
Sue Cooper
Ruthie Campbell
CHIEF FINANCIAL OFFICER
Ann Simpson
CITY CLERK
Shannon J. Burkett

CITY OF ROBERTSDALE



*The Hub
of Baldwin County*

City Hall	947-8900
City Clerk	947-8920
Court Clerk	947-8910
Public Works	947-8950
Police Dept.	947-2222
Fax	947-2619
TDD #	947-2122

P.O. Box 429
Robertsdale, AL 36567

RECEIVED
SEP 13 2019
BY: BP

September 10, 2019

To Whom It May Concern:

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

Ordinance Number 008-19

Should you have any questions, please contact me at shannonburkett@robertsdale.org or (251)947-8920.

Respectfully,


Shannon J. Burkett, CMC/CMRO
City Clerk

ORDINANCE NO. 008-19

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

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from Steve and Judy Lambert for the property located at 23408 McAuliffe Drive, as a R-1 zone, and

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

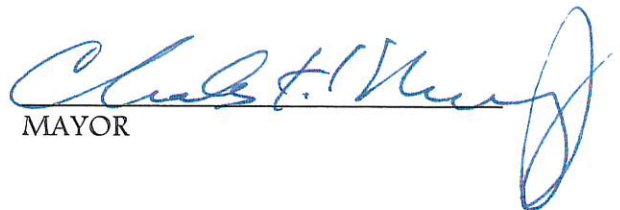
WHEREAS, the property being considered for annexations is contiguous with the current city limits, and

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

Commence at the Northeast corner of the Northwest quarter of the Southwest quarter of Section 36 Township 5 South, Range 3 East, Baldwin County, Alabama and run South 00° 02 minutes 38 seconds East along the East boundary line of said quarter-quarter Section a distance of 387.22 feet to an iron pin on the Point of Beginning. Thence run North 88° 46 minutes 13 seconds West a distance of 210.00 feet to an iron pin; thence run South 88° 46 minutes 13 seconds East along an existing fence a distance of 210.00 feet to an iron pin on the East boundary of said quarter-quarter section; thence run North 00° 02 minutes 38 seconds West along said East boundary a distance of 210.00 feet to the Point of Beginning.

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

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 3rd day of September, 2019.


MAYOR

ATTEST:

CITY CLERK

I, the undersigned clerk, do hereby certify that the foregoing ordinance was published in the paper on September 13, 2019.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the City of Robertsdale, Alabama on this 13th day of September, 2019.



1 inch = 200 feet

Steve & Judy Lambert Annexation



Baldwin County Commission

Agenda Action Form

File #: 19-2144, **Version:** 1

Item #: BA7

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne Dyess, County Administrator; Linda Lee, Planner

Submitted by: Victoria Key, Administrative Support Specialist I

ITEM TITLE

Baldwin County Commission District No. 4 Planning (Zoning) District Board of Adjustment (Greater South Baldwin County Area) - Board Resignations

STAFF RECOMMENDATION

Related to the Baldwin County Commission District No. 4 Planning (Zoning) District Board of Adjustment (Greater South Baldwin County Area), take the following actions:

- 1) Accept the resignation of Ms. Onva Younnie Veal, effective August 4, 2019, and thank her for her former civic service as a regular member (Planning District 30 designee) of the board; and
- 2) Accept the resignation of Mr. John Paul Hilderbrandt, effective September 13, 2019, and thank him for his former civic service as a regular member (Planning District 33 designee) of the board.

BACKGROUND INFORMATION

Previous Commission action/date: July 16, 2019 - Last BCC action.

Background: Section 45-2-261 through Section 45-2-261.28 of the Code of Alabama 1975 (Baldwin County's enabling planning and zoning local legislation), sets forth, among other numerous things, the background on, and authority of, Board(s) of Adjustment. The last amendments to the aforementioned law were adopted by the Alabama Legislature through Act No. 2017-719 during the 2010 Regular Session of the Alabama Legislature.

The appointment processes related to the Boards of Adjustment as set forth in the aforementioned Alabama law are as follows:

Establishment: "The Baldwin County Commission shall provide for the appointment of boards of adjustment...[to,] ...in appropriate cases and subject to appropriate conditions and safeguards... make special exceptions to the terms of the ordinances and regulations..."

Number/Geographic Boundaries: "Four district boards of adjustment shall be appointed by the

Baldwin County Commission with the same boundaries as the county commission districts as currently provided for by law..."

Jurisdiction: "If a planning district is in more than one commission district, the board of adjustment for the planning district shall be the board of adjustment for the county commission district which contains the greatest part of the planning district."

Composition: "Each board of adjustment shall consist of not less than three and not more than the same number of regular members as the number of planning districts within the jurisdiction of a board of adjustment."

"The board of adjustment for each county commission district shall be composed of at least one member from each planning district and shall reflect as nearly as practical the diversity of land use in the commission district."

Qualifications: "Each member of a board of adjustment shall be qualified elector of a planning district within the territory of the respective board of adjustment."

"Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or a directly related field."

Terms of Office: (Regular Members) "Each regular member shall be appointed for a term of three years in such manner to serve staggered terms. A regular member shall continue service until a successor is duly appointed."

(Alternate Members) "In addition to the regular members provided for in this section, one alternate member for each regular member shall be appointed to serve on each board of adjustment only in the absence of the regular member for the place for which he or she was appointed an alternate and while serving shall have and exercise authority if a regular member. The alternate member shall have the same qualifications as a regular member and shall serve for a term concurrent with the regular member for the district."

Removal: "Members of each board of adjustment may be removed for cause by the Baldwin County Commission upon written charges and after a public hearing."

Vacancies: "Vacancies shall be filled for the unexpired term of any member whose term becomes vacant."

Initial Appointment: "The initial appointment of members of boards of adjustment and the alternates provided by Act 2006-609 shall be from nominations by the boards of adjustment of the local planning districts on April 26, 2006."

This requirement only applies to the initial appointment of the boards of adjustment. After the terms expire, the Baldwin County Commission may appoint persons meeting the appropriate qualifications.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Ms. Onva Youonnie Veal
9396 Clarke Ridge Road
Foley, Alabama 36535

Mr. John Paul Hilderbrandt
33080 Antietam Road
Lillian, Alabama 36549

cc: Linda Lee
Vince Jackson

Additional instructions/notes: N/A

Victoria Key

From: Linda Lee
Sent: Tuesday, September 10, 2019 1:17 PM
To: Victoria Key
Cc: Anu Gary; Monica Taylor; Tawanda Gulley; Miranda N. McKinnon; Barbara Pate
Subject: BCC District 4 Board of Adjustment Resignation
Attachments: Veal Resignation Email.pdf

Victoria,

Please place the item below on the next available agenda for consideration. Please let me know if you need any other information.

Please send thank you letter to Younnie Veal. Resignation email attached.

Thank you,

Linda Lee

Planner
Baldwin County Planning & Zoning Dept.
201 East Section Avenue
Foley, AL 36535
Tel: (251) 972-8523
Fax: (251) 972-8520
E-mail: llee@baldwincountyal.gov

From: [Younnie Veal](#)
To: [Linda Lee](#)
Subject: <EXTERNAL> Meeting
Date: Sunday, August 04, 2019 6:04:43 PM

I will be in Jury Duty for the next 2 weeks so I will not be able to attend the meeting.
Also, in light of recent events with my family, I am going to have to resign from this board.
Sorry such short notice but family first.

Sincerely,

Younnie Veal



251.752.2000

younnie.veal@gmail.com

Victoria Key

From: Linda Lee
Sent: Friday, September 13, 2019 10:58 AM
To: Victoria Key
Cc: Anu Gary; Monica Taylor; Miranda N. McKinnon; Tawanda Gulley; Barbara Pate
Subject: BCC District 4 Board of Adjustment Resignationv
Attachments: Hilderbrandt Resignation Letter.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Victoria,

Please place the item below on the next available agenda for consideration. Please let me know if you need any other information.

Please send thank you letter to John Hilderbrandt. Resignation email attached.

Thank you,

Linda Lee

Planner
Baldwin County Planning & Zoning Dept.
201 East Section Avenue
Foley, AL 36535
Tel: (251) 972-8523
Fax: (251) 972-8520
E-mail: llee@baldwincountyal.gov

John Paul Hilderbrandt
33080 Antietam Rd
Lillian, AL 36549

Sept 13, 2019

Ms. Linda Lee
Baldwin County
District 4 Board of Adjustments

SUBJECT: Resignation from Baldwin County Variance Board of Adjustments

Dear Ms. Lee:

I officially resign my position as member of the County Variance Board of Adjustments. It has been a privilege and honor to serve as a member of this board. However, due to medical concerns, it is in my best interest to resign from this position.



JOHN PAUL HILDERBRANDT

BALDWIN COUNTY COMMISSION DISTRICT #4 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT [Greater South Baldwin County Area]

General Board Information:

Appointed by Baldwin County Commission.

Board of Adjustment shall consist of not less than three Regular members (and three corresponding Alternate members) and not more than the same number of Regular members (and corresponding number of Alternate members) as the number of zoned Planning Districts within the jurisdiction of the Board of Adjustment. *Note: as of June 23, 2006, as amended on November 21, 2006, the jurisdiction of this Board of Adjustment includes Planning Districts 20, 21, 22, 23, 24, 25, 27, 29, 30, 32 and 33; however, as of June 23, 2006, as amended on November 21, 2006, and of said aforementioned Planning Districts, only the following are zoned Planning Districts at this time: 20, 21, 22, 23, 24, 25, 29, 30, 32 and 33.*

At least one Regular member (and corresponding Alternate member) shall be from each Planning District within the jurisdiction of the Board of Adjustment.

Term of each Regular member (and corresponding Alternate member) is three (3) years with each respective term of office corresponding exactly for each Planning District representative (i.e. each corresponding Planning District Regular and Alternate member has the exact same term of office). *Note: Upon the initial appointment of members at the June 20, 2006, regular meeting, many membership slots on this Board of Adjustment were staggered as required by Act No. 2006-609.*

All members must be qualified electors of their respective Planning Districts within the territory of the Board of Adjustment and shall reflect as nearly as practical the diversity of land use in County Commission District No. 4.

No more than one (1) member of the Board of Adjustment shall be directly engaged in real estate sales, development or construction or a directly related field.

Statutory Authority - Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
REGULAR Planning District 20 Designee	Samuel Sterling Mitchell, III Post Office Box 533 Magnolia Springs, AL 36555 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 10/16/2018 as regular member, said term continuing from 06/20/2018	3 years	06/20/2021
ALTERNATE Planning District 20 Designee	VACANT POSITION REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Vacant due to the appointment of Samuel Sterling Mitchell, III, as a regular member on 03/01/2016	3 years	06/20/2015
REGULAR Planning District 21 Designee	James Koeppen 17158 Cold Mill Loop Foley, AL 36535 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 10/16/2018 as a regular member to the place seat formerly held by Janet M. Lipscomb for a pro-rata reduced term 10/16/2018 Accepted the resignation of Janet M. Lipscomb as a regular member and thanked her for her prior civic service	3 years	02/17/2021
ALTERNATE Planning District 21 Designee	VACANT POSITION REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Vacant due to the expiration of James Edward Sullivan, Jr.'s term on 02/17/2015 03/01/2016 Thanked James Edward Sullivan, Jr. for his prior service	3 years	02/17/2015

BALDWIN COUNTY COMMISSION DISTRICT #4 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT – Cont.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
REGULAR Planning District 22 Designee	VACANT POSITION REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	06/19/2018 Accepted the resignation of Van McCamish and thanked him for his prior civic service	3 years	06/20/2018
ALTERNATE Planning District 22 Designee	Jack Danley 26188 Chatelaine Road Elberta, AL 36530 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/01/2016 to fill the place seat formerly held by Van McCamish for a pro-rata reduced term	3 years	06/20/2018
REGULAR Planning District 23 Designee	Robert E. Broseus 1876 Princess Lane Lillian, AL 36549 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 07/16/2019 term continuing from 06/20/2019	3 years	06/20/2022
ALTERNATE Planning District 23 Designee	VACANT POSITION REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Vacant due to James H. Compton's term expiring 06/20/2013	3 years	06/20/2013
REGULAR Planning District 24 Designee	Stuart Paul Arnold P.O. Box 399 Orange Beach, AL 36561 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 10/16/2018 as a regular member, term continuing from 06/20/2018	3 years	06/20/2021
ALTERNATE Planning District 24 Designee	Theron I. V. Mashburn 30730 River Road Orange Beach, AL 36561 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 10/16/2018 as an alternate member (term to coincide with the term of Stuart Paul Arnold), term continuing from 06/20/2018	3 years	06/20/2021
REGULAR Planning District 25 Designee	Ernest Church 5601 State Highway 180 #4 Gulf Shores, AL 36542 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 10/03/2017 for a pro-rata reduced term	3 years	06/20/2020
ALTERNATE Planning District 25 Designee	Vicki Matranga 402 Veterans Road Gulf Shores, AL 36542 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 10/03/2017 for a pro-rata reduced term	3 years	06/20/2020

BALDWIN COUNTY COMMISSION DISTRICT #4 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT – Cont.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
REGULAR Planning District 29 Designee	JoAnne Bodree 9613 Soldiers Creek Road Lillian, AL 36549 REGISTERED VOTER AT 8393 HIGHWAY 91	Reappointed 10/03/2017 for a pro-rata reduced term	3 years	06/20/2020
ALTERNATE Planning District 29 Designee	VACANT	07/16/2019, removed the name of Hugh William Helms from the board	3 years	06/20/2020
REGULAR Planning District 30 Designee	Onva Yuonnie Veal 9396 Clarke Ridge Road Foley, AL 36535 REGISTERED VOTER	Appointed 10/03/2017 to the place seat formerly held by Marcia Van Cleve for a pro-rata reduced term 10/03/2017 Thanked Marcia Van Cleve for her prior civic service	3 years	06/20/2020
ALTERNATE Planning District 30 Designee	Harold M. Stephens 9408 Clarke Ridge Road Foley, AL 36535 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 10/03/2017 for a pro-rata reduced term	3 years	06/20/2020
REGULAR Planning District 32 Designee	Johanna W. Moloney 6587 County Road 95 South Elberta, AL 36530 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 07/16/2019 term continuing from 06/20/2019	3 years	06/20/2022
ALTERNATE Planning District 32 Designee	VACANT POSITION REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Vacant due to Johanna W. Moloney being appointed as Regular Member on 09/03/2013	3 years	06/20/2013
REGULAR Planning District 33 Designee	John Paul Hilderbrandt 33080 Antietam Road Lillian, AL 36549 REGISTERED VOTER	Reappointed 07/16/2019 term continuing from 06/20/2019	3 years	06/20/2022
ALTERNATE Planning District 33 Designee	VACANT POSITION REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Accepted the resignation of Arthur Stallings 09/03/2013	3 years	06/20/2013

*The original members of the Baldwin County Commission District No. 4 Planning (Zoning) District Board of Adjustment were formally appointed during the June 20, 2006, BCC Meeting.

*During the June 20, 2006, BCC Meeting, the Commission also acknowledged for the record of the official minutes that, by operation of Act No. 2006-609 and on April 26, 2006, the individual Planning (Zoning) District Boards of Adjustment for Planning (Zoning) Districts 20, 22, 23, 24, 25, 29, 30, 32 and 33, stand dissolved.

REVISED: 07/16/2019 met



Baldwin County Commission

Agenda Action Form

File #: 19-2123, **Version:** 1

Item #: BA8

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Tawanda Gulley, Administrative Support Specialist

ITEM TITLE

Perdido Bay Water, Sewer and Fire Protection District - Board Appointment

STAFF RECOMMENDATION

Related to the Perdido Bay Water, Sewer and Fire Protection District Authority, take the following action:

1. Re-appoint Ms. Jean Ray as a member of the Board of Directors for a four (4) year term, said term to commence on November 1, 2019, and expire on October 31, 2023.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

PART I - BACKGROUND:

The Perdido Bay Water, Sewer and Fire Protection District is a public corporation established in 1976, pursuant to Act No. 20, 1970 Special Session of the Legislature of Alabama, which is now codified at §11-89-1, et seq., Code of Alabama, 1975. Further, when the Perdido Bay Water, Sewer and Fire Protection District was established in 1976, the Board of Directors was composed of thirteen (13) members. Today, this District is composed of a five (5) member Board of Directors appointed by the County Commission to serve, respectively, terms of four (4) years each.

Please note that there remains required qualifications set forth in §11-89-6, et seq., Code of Alabama, 1975, for citizens to be appointed to the District. The required qualifications are:

- 1) Nominee must be a duly qualified elector (i.e. registered voter) in Baldwin County.
- 2) Nominee must be a subscriber on the District System (i.e. member of the corporation).
- 3) Nominee cannot be an officer of the State, County or municipality during tenure of office.

Lastly, there is a provision in §11-89-6, et seq., Code of Alabama, 1975, which requires appointments be made no earlier than thirty (30) days prior to the date such person will take office.

PART II - BACKGROUND ON MS. JEAN RAY:

The Perdido Bay Water, Sewer and Fire Protection District has proposed for Ms. Jean Ray to be re-appointed as a member of the Board of Directors (see attachment #1). Through correspondence from the Perdido Bay Water, Sewer and Fire Protection District, staff has verified that Ms. Ray is 1) a duly qualified elector (i.e. registered voter) of Baldwin County Alabama, 2) a subscriber or member of the corporation, and 3) is not an officer of the State, County or municipality.

Therefore, staff confirms Ms. Ray meets the requirements set forth in §11-89-6, et seq., Code of Alabama, 1975, to be re-appointed to the Board of Directors of the Perdido Bay Water, Sewer and Fire Protection District.

Staff asserts this re-appointment is at the discretion of the County Commission and the Commission can either re-appoint Ms. Ray or another qualified citizen of its choice.

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 Send Correspondence to:

Ms. Jean Ray
12154 County Road 99
Lillian, Alabama 36549

cc:
Rucker Staggers, Vice Chairman
Perdido Bay Water, Sewer and Fire Protection District
28171 Freshwater Lane
Elberta, Alabama 36530

Additional instructions/notes: N/A

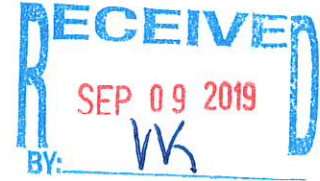
4/BCC
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DB

Quality
On Tap!
Our Profession Our Commitment

PERDIDO BAY
WATER, SEWER AND FIRE PROTECTION DISTRICT

28171 FRESHWATER LANE * ELBERTA, AL 36530
Phone (251) 987-5816 * Fax: (251) 987-5836

August 26, 2019



Baldwin County Administration Building
Attn: County Commission Office
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Re: Reappointment to the Perdido Bay Water, Sewer & Fire Protection District's
Board of Directors

Dear Mr. Chairman:

On October 31, 2019 Jean Ray's term as a member of the Perdido Bay Water, Sewer and Fire Protection District's Board of Directors will expire. The Perdido Bay Water, Sewer and Fire Protection District's Board of Directors respectfully request that the Baldwin County Commission reappoint Jean Ray for another 4-year term. Mrs. Ray continues to be a member of the Corporation and a registered voter in Baldwin County, and is not an officer of the state, county or municipality.

Your consideration of this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink that reads "Rucker Staggers". The signature is written in a cursive, flowing style.

Rucker Staggers
Vice Chairman
Board of Directors
Perdido Bay Water, Sewer & Fire Protection District

PERDIDO BAY WATER, SEWER & FIRE PROTECTION DISTRICT

**28171 Freshwater Lane
Elberta, Alabama 36530
(251) 987-5816**

General Board Information:

Appointed by Baldwin County Commission
Five (5) members

Term of each member is Four (4) years

Appointments must be made not earlier than thirty (30) days prior to expiration of applicable term

Each place seat may be numbered to stagger the terms of each member at two (2), three (3) or four (4) year terms

All members must be qualified electors of Baldwin County and not an officer of the state, county or municipality during term

Compensation of Board Members: Chairman \$750 annually; Other Board Members \$25 per meeting attended

Originally established during November 2, 1976, regular meeting

Statutory Authority - §11-89-1, et seq., *Code of Alabama 1975*

Further Reference - Corporation Book 26, p. 860, et seq., Office of Judge of Probate of Baldwin County, Alabama
& Real Property Book 341, p. 1588, et seq., Office of Judge of Probate of Baldwin County, Alabama
& Miscellaneous Book 93, p. 291, et seq., Office of Judge of Probate of Baldwin County, Alabama

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Larry Chason 30528 Magnolia Street Elberta, AL 36530	Reappointed 05/17/2016 term to commence 05/31/2016	4 years	05/31/2020
Jean Ray 12154 County Road 99 Lillian, AL 36549 (251) 962-7412	Reappointed 10/20/2015 term to commence 10/31/2015	4 years	10/31/2019
Rucker Staggers 6666 Shore Drive Elberta, AL 36530	Reappointed 10/03/2017 for a pro-rata reduced term	4 years	09/30/2021
Darrell Crase 8225 Mobile Avenue Elberta, AL 36530	Appointed 06/05/2018 to fill the unexpired and vacant place seat formerly held by William Mathis for a pro-rata reduced term 06/05/2018 Thanked William M. Mathis for his prior civic service	4 years	12/31/2020
Joe Woods 6659 East Quarry Drive Elberta, AL 36530	Reappointed 06/05/2018 term to commence 06/30/2018	4 years	06/30/2022

REVISED: 06/05/2018 akc



Baldwin County Commission

Agenda Action Form

File #: 19-2136, **Version:** 1

Item #: BA9

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Keri Green, Administrative Support Specialist

ITEM TITLE

Resolution #2020-006 - Appropriation for the 15th Annual Day of Thanks Public Breakfast on November 26, 2019

STAFF RECOMMENDATION

Take the following actions:

- 1) Pursuant to the authority as set forth by Section 45-2-161 of the Code of Alabama 1975, adopt Resolution #2020-006 of the Baldwin County Commission which appropriates and expends \$2,500.00, from the "Commission Discretionary Fund" in Baldwin County Fiscal Year 2019-2020, to Baldwin County United to be used exclusively by Baldwin County United to pay costs associated to the 2019 Day of Thanks Public Breakfast at 8:30 a.m. on November 26, 2019, at the Baldwin County Commission Central Annex in Robertsedale, Alabama, which public free-of-charge breakfast shall join community leaders (government, commercial, private and economic) and citizens together, promote cultural endeavors of the general public and provide a public forum to strengthen the civic virtues of good citizenship and patriotism which, collectively, in the judgment of this honorable county governing body, are worthy, in the best interest of the county, and will promote the economic well-being of the citizens of the county; and
- 2) Execute an Agreement between Baldwin County Commission and Baldwin County United to affect the aforementioned total appropriation to Baldwin County United. This Agreement shall be in effect for a period of three (3) months, or in a shorter time as may be determined by the Baldwin County Commission, commencing October 1, 2019 and expiring January 1, 2020, and can be amended during the aforementioned period only by written amendment executed by the parties.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Baldwin County United has planned for its 15th Annual Day of Thanks (public) Breakfast to be held on November 26, 2019, at 8:30 a.m. at the Baldwin County Commission Central Annex in Robertsedale, Alabama. This event is open and free to the public and is provided by Baldwin

County United as an event recognizing the Thanksgiving season as well as providing a forum to join community economic leaders and citizens together which also strengthens civic virtues of good citizenship and patriotism.

The Baldwin County Commission has supported the Baldwin County United Day of Thanks public breakfast since 2007.

A proclamation will be on the Baldwin County Commission agenda on November 19, 2019, to set aside November 26, 2019, as a "Day of Thanks" in preparation for the event and to get the word out to the general public.

BACKGROUND ON COMMISSION DISCRETIONARY FUND:

In 1961, the Alabama Legislature passed a Local Bill relating to Baldwin County, which authorized the Baldwin County Commission to maintain a "Contingent Fund" not to exceed \$5,000.00 per annum only for use during special contingencies the Commission came upon during each year.

In 1999, the Baldwin County Legislative Delegation sponsored, and the Alabama Legislature adopted, Act No. 99-413, which amended the 1961 Act by authorizing the existing amount appropriated to such "Fund" to be increased to \$25,000.00 each fiscal year.

Furthermore, Act No. 99-413 renamed the term "Contingent Fund" to "Commission Discretionary Fund."

This proposed appropriation of \$2,500.00 from the "Commission Discretionary Fund" must be approved by the Baldwin County Commission as an endeavor which, in the judgment of this honorable county governing body, is worthy, in the best interest of the county, and will promote the economic well-being of the citizens of the county. The resolution attached to this recommendation meets the requirements of the applicable Local Acts of the Alabama Legislature to make such appropriation and shall, in accordance with applicable law, be spread upon the minutes of the County Commission.

APPLICATION OF AMENDMENT NO. 750 TO THE CONSTITUTION OF ALABAMA 1901:

Amendment No. 750 provides additional authority for the Baldwin County Commission, and municipal governments in the county, to promote local economic and industrial development accomplishing certain endeavors, one of which is the grant of public funds for the purpose of promoting local economic and industrial development. Amendment No. 750 is an additional authority. The Baldwin County Local Legislative Act [Act No. 99-413 - Section 45-2-161 of the Alabama Code], which created the Commission Discretionary Fund, authorizes appropriations of county funds for the purpose of promoting the economic well-being of the citizens of the county.

FINANCIAL IMPACT

Total cost of recommendation: \$2,500.00

Budget line item(s) to be used: 51990.5342

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

N/A

LEGAL IMPACT

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

Yes

Reviewed/approved by: David J. Conner, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

Mr. Warren Hopper, President
Baldwin County United
Post Office Box 286
Fairhope, Alabama 36533

cc: Donna Bryars
Eva Cutsinger
Wayne Dyess
Ron Cink

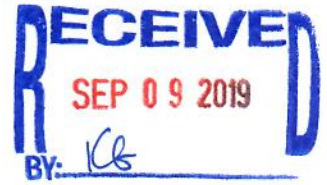
Action required (list contact persons/addresses if documents are to be mailed or emailed):

N/A

Additional instructions/notes: N/A



Baldwin County United
PO Box 286
Fairhope | AL | 36532



September 6, 2019

Honorable Chairman
Baldwin County Commission, Office of the Chairman
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Dear Commission Chair and Commissioners:

Baldwin County United would like to host the 15th Annual Day of Thanks Breakfast on behalf of Baldwin County Commission. The previous Day of Thanks Breakfasts traditionally held on the Tuesday before Thanksgiving have been quite successful.

As proclaimed by the Baldwin County Commission, the Day of Thanks is a celebration "***to acknowledge and reflect upon the great achievements, blessings and growing prosperity of Baldwin County, Alabama.***" This would once again be the purpose of the event and again be open to all citizens of Baldwin County at no charge.

The 2019 Day of Thanks will be held on Tuesday, November 26, 2019 beginning at 8:30a.m. We will hold the breakfast again this year at the Baldwin County Central Annex to encourage more county-wide participation. Speaker-wise we are doing something different this year. Hoss Mack will be speaking, delivering a presentation on the history of our seafood industry and in particular spotlighting Billy Parks of Billy's Seafood.

Considering the success over the last fifteen years, we expect to draw a larger crowd this year. We respectfully request a subsidy from the Baldwin County Commission in the amount of \$2,500 to allow us to make this a truly memorable event for the public and one that they will continue to look forward to in the future. The Commission will be announced as the sponsor of the Day of Thanks with Baldwin County United listed as host on your behalf.

If you or the other Commissioners have any questions or would like any further information, please call me at 251-300-9719 or I can be contacted via email at warhop@gmail.com. Thank you in advance for your time and consideration.

Warren W Hopper
President, Baldwin County United

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**RESOLUTION # 2020-006
OF THE
BALDWIN COUNTY COMMISSION**

PROVIDING FOR AN APPROPRIATION FROM THE "COMMISSION DISCRETIONARY FUND" AS AUTHORIZED BY SECTION 45-2-161 OF THE CODE OF ALABAMA 1975.

WHEREAS, Act 363 (1961) [Acts of Alabama, Regular, Special Sessions 1961, Vol. I, p. 383], as amended by Act 733 (1971) [Acts of Alabama, Organizational, Special and Regular Sessions 1971, Vol. II, p.1448], as further amended by Act No. 99-413 (1999) [Acts of Alabama, Regular Session and First Extraordinary Session 1999, Vol. 2, p. 736], authorizes the county governing body of Baldwin County, Alabama, to appropriate and expend not more than \$25,000.00 per fiscal year for any purpose, not otherwise provided for by law, that is worthy, in the best interest of the county, and promotes the economic well-being of the citizens of the county from a fund as created by the aforementioned Local Acts of the Legislature of Alabama entitled the "Commission Discretionary Fund;" and

WHEREAS, further, the aforementioned Local Acts of the Legislature of Alabama [codified at Section 45-2-161 of the Code of Alabama 1975] require any appropriation to be authorized only by resolution of this county governing body as spread upon the official minutes of the County Commission of Baldwin County, Alabama.

COMES NOW, this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Acts of the Legislature of Alabama, desiring to appropriate and expend \$2,500.00, from the "Commission Discretionary Fund" and in Baldwin County Fiscal Year 2019-2020, to Baldwin County United to be used exclusively by Baldwin County United to pay for costs associated to the 2019 Day of Thanks Public Breakfast at 8:30 a.m. on November 26, 2019, at the Baldwin County Central Annex in Robertsedale, Alabama, which public free-of-charge breakfast shall join community leaders (government, commercial, private and economic) and citizens together, promote cultural endeavors of the general public and provide a public forum to strengthen the civic virtues of good citizenship and patriotism which, collectively, in the judgment of this honorable county governing body, are worthy, in the best interest of the county, and will promote the economic well-being of the citizens of the county; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Acts of the Legislature of Alabama, hereby appropriates and expends \$2,500.00, from the "Commission Discretionary Fund" in Baldwin County Fiscal Year 2019-2020, to Baldwin County United to be used exclusively by Baldwin County United to pay for costs associated to the 2019 Day of Thanks Public Breakfast at 8:30 a.m. on November 26, 2019, at the Baldwin County Central Annex in Robertsedale, Alabama, which public free-of-charge breakfast shall join community leaders (government, commercial, private and economic) and citizens together, promote cultural endeavors of the general public and provide a public forum to strengthen the civic virtues of good citizenship and patriotism which, collectively, in the judgment of this honorable county governing body, are worthy, in the best interest of the county, and will promote the economic well-being of the citizens of the county.

FURTHER, BE IT RESOLVED, that this appropriation in no way diminishes the authority of this county governing body to appropriate and expend any other funds, as limited and during Baldwin County Fiscal Year

2019-2020, from the "Commission Discretionary Fund."

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 1st day of October, 2019.

Commissioner Charles F. Gruber
Chairman

ATTEST:

Wayne A. Dyess
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, BALDWIN COUNTY UNITED (hereinafter referred to as "BALDWIN COUNTY UNITED") is a nonprofit corporation organized under the laws of the State of Alabama the purpose of which is to bring together all people in the Greater Baldwin County (Alabama) Area to unite toward common goals for a better countywide community; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as "COMMISSION") remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION desires to provide funding assistance to BALDWIN COUNTY UNITED to support BALDWIN COUNTY UNITED's Annual "Day of Thanks [public] Breakfast," at 8:30 a.m., on November 26, 2019, at the Baldwin County Central Annex, in Robertsdale, Alabama (hereinafter referred to as "BALDWIN COUNTY UNITED's Annual Day of Thanks Public Breakfast"); and

WHEREAS, the COMMISSION recognizes the community and civic purposes for which BALDWIN COUNTY UNITED was organized and, furthermore, was assured, by BALDWIN COUNTY UNITED that "BALDWIN COUNTY UNITED's Annual Day of Thanks Public Breakfast," will be open to all the citizens of Baldwin County at no charge; and

WHEREAS, further, the COMMISSION recognizes that "BALDWIN COUNTY UNITED's Annual Day of Thanks Public Breakfast," shall join community leaders (government, commercial, private and economic) and citizens together, promote cultural endeavors of the general public and provide a public forum to strengthen the civic virtues of good citizenship and patriotism which, collectively, promote the economic well-being of the citizens of the county; and

WHEREAS, to benefit as well as promote the aforesaid purposes benefiting the general public, the COMMISSION wishes to render a one-time funding appropriation to BALDWIN COUNTY UNITED to be used exclusively to assist in the provision of "BALDWIN COUNTY UNITED's Annual Day of Thanks Public Breakfast," which will be open to all citizens of Baldwin County at no charge; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to BALDWIN COUNTY UNITED respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission* 631 So. 2nd 953 (Ala. 1994); and

WHEREAS, this appropriation is compliant with Section 45-2-161 of the Code of Alabama 1975 and Resolution #2020-006 of the Baldwin County Commission (as adopted during the October 1, 2019, regular meeting).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
2. BALDWIN COUNTY UNITED shall continue to bring together all people in the Greater Baldwin County

(Alabama) Area to unite toward common goals for a better countywide community.

3. All BALDWIN COUNTY UNITED facilities, services, activities and membership shall be made available to the general public.

4. BALDWIN COUNTY UNITED shall have a nondiscriminatory policy, and its facilities, services, activities and membership shall be available to the general public regardless of race, age, gender, disability or religion.

5. The COMMISSION shall assist BALDWIN COUNTY UNITED, by providing a one-time funding appropriation of Two Thousand and Five Hundred Dollars (\$2,500), in its provision of "BALDWIN COUNTY UNITED's Annual Day of Thanks Public Breakfast," which activity shall join community leaders (government, commercial, private and economic) and citizens together, promote cultural endeavors of the general public and provide a public forum to strengthen the civic virtues of good citizenship and patriotism which, collectively, promote the economic well-being of the citizens of the county.

6. BALDWIN COUNTY UNITED expressly agrees that "BALDWIN COUNTY UNITED's Annual Day of Thanks Public Breakfast" will be open to all citizens of Baldwin County at no charge and, furthermore, shall be available to the general public regardless of race, age, gender, disability or religion.

7. BALDWIN COUNTY UNITED expressly agrees not to use any of the onetime funding appropriation set forth at Section 5 of this Agreement in a manner inconsistent with his Agreement and, furthermore, agrees not to use the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation provided by the COMMISSION be utilized by BALDWIN COUNTY UNITED only toward the public purposes as provided at Section 5 of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in BALDWIN COUNTY UNITED on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that BALDWIN COUNTY UNITED is an agent of the COMMISSION.

9. BALDWIN COUNTY UNITED shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by BALDWIN COUNTY UNITED or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

10. BALDWIN COUNTY UNITED shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION'S assistance with said acknowledgment of support made with the following comparable footnote: 'This activity was supported by the Baldwin County Commission.'

11. Notwithstanding anything written to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one- time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such onetime funding appropriation.

12. BALDWIN COUNTY UNITED agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to supply to the COMMISSION, within 30 days from a written request to do so, all applicable data

that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation. This provision shall survive the expiration of this Agreement.

13. This Agreement, provided in the form as one (1) original instrument for the records of BALDWIN COUNTY UNITED and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and BALDWIN COUNTY UNITED. This Agreement shall be in effect for a period of three (3) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2019, and expiring January 1, 2020, and can be amended, during the aforementioned period of three (3) months, only by written amendment executed by the COMMISSION and BALDWIN COUNTY UNITED. Notwithstanding the aforementioned, BALDWIN COUNTY UNITED acknowledges and agrees that all its obligations under this Agreement and the COMMISSION'S rights to enforce such obligations survive the expiration and / or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this date, as follows:

ATTEST

BALDWIN COUNTY COMMISSION

WAYNE A. DYESS
County Administrator

By: CHARLES F. GRUBER
As Its: Chairman

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County and the State of Alabama, hereby certify that CHARLES F. GRUBER, as Chairman of the Baldwin County Commission, and WAYNE A. DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such Officers of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Baldwin County Commission.

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

Notary Public
My Commission expires: _____

BALDWIN COUNTY UNITED
P. O. Box 286
Fairhope, Alabama 36532

By: WARREN W. HOPPER
As its: President
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County and the State of Alabama, hereby certify that WARREN W. HOPPER, whose name as President of Baldwin County United, 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, she, as such President of Baldwin County United and with full authority, executed the same voluntarily for and as the act of BALDWIN COUNTY UNITED on this the day the same bears date.

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

Notary Public
My Commission expires: _____



Baldwin County Commission

Agenda Action Form

File #: 19-2146, **Version:** 1

Item #: BA10

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Miranda McKinnon, Administrative Support Specialist

ITEM TITLE

Resolution #2020-010 - Appropriation from the Commission Discretionary Fund - Mobile Bay Area Veterans Day Commission, Inc.

STAFF RECOMMENDATION

Take the following actions:

1) Approve Resolution #2020-010 of the Baldwin County Commission, which appropriates not more than \$5,000.00 from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2019-2020, to pay over, by agreement, to the Mobile Bay Area Veterans Day Commission, Inc., a domestic non-profit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, to assist the Mobile Bay Area Veterans Day Commission, Inc., in the conduct of its 2019 Veterans Day Activities in Mobile, Alabama, whereby numerous Baldwin County citizens and Veterans of the Armed Forces of the United States participate, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county by and through strengthened economic ties between the Veterans of Mobile and Baldwin Counties and all the citizens of both counties which cooperation shall benefit the commercial sector of Baldwin County which proprietors include Baldwin County's many Veterans; and

2) Related to the aforesaid, execute an Agreement between the Baldwin County Commission and Mobile Bay Area Veterans Day Commission, Inc., to effect the \$5,000.00 appropriation.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Mobile Bay Area Veterans Day Commission, Inc. has requested funding assistance from the Baldwin County Commission related to the 2019 Mobile Area Veterans Day Activities in Mobile, Alabama.

The appropriation of \$5,000.00 is proposed to be made from the Commission Discretionary Fund and by Agreement between the Baldwin County Commission and Mobile Bay Area Veterans Day

Commission, Inc.

FINANCIAL IMPACT

Total cost of recommendation: \$5,000.00

Budget line item(s) to be used: 51990.5342

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Letter, copy of Resolution and
original Agreement to:

Mr. Steven D. Carey, Colonel,
U.S. Air Force (Retired)
President
Mobile Bay Area Veterans Day

Commission, Inc.
Post Office Box 321
Daphne, Alabama 36526

cc: Donna Bryars, Eva Cutsinger, Ronald J. Cink, Christie Davis

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2020-010
OF THE
BALDWIN COUNTY COMMISSION**

PROVIDING FOR AN APPROPRIATION FROM THE "COMMISSION DISCRETIONARY FUND" AS AUTHORIZED BY SECTION 45-2-161 OF THE CODE OF ALABAMA (1975).

WHEREAS, Act 363 (1961) [Acts of Alabama, Regular, Special Sessions 1961, Vol. I, p. 383], as amended by Act 733 (1971) [Acts of Alabama, Organizational, Special and Regular Sessions 1971, Vol. II, p. 1448], as further amended by Act No. 99-413 (1999) [Acts of Alabama, Regular Session and First Extraordinary Session 1999, Vol. 2, p. 736], authorizes the county governing body of Baldwin County, Alabama, to appropriate and expend not more than \$25,000.00 per fiscal year for any purpose, not otherwise provided for by law, that is worthy, in the best interest of the county, and promotes the economic well-being of the citizens of the county from a fund as created by the aforementioned Local Acts of the Legislature of Alabama entitled the "Commission Discretionary Fund;" and

WHEREAS, further, the aforementioned Local Acts of the Legislature of Alabama [codified at Section 45-2-161 of the Code of Alabama 1975] require any appropriation to be authorized only by resolution of this county governing body as spread upon the official minutes of the County Commission of Baldwin County, Alabama.

COMES NOW, this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Acts of the Legislature of Alabama, desiring to appropriate and expend \$5,000.00, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2019-2020, to pay over, by agreement, to the Mobile Bay Area Veterans Day Commission, Inc., a domestic non-profit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, to assist the Mobile Bay Area Veterans Day Commission, Inc., in the conduct of its 2019 Veterans Day Activities in Mobile, Alabama, whereby numerous Baldwin County citizens and Veterans of the Armed Forces of the United States shall participate, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county by and through strengthened economic ties between the Veterans of Mobile and Baldwin Counties and all the citizens of both counties which cooperation shall benefit the commercial sector of Baldwin County which proprietors include Baldwin County's many Veterans; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Acts of the Legislature of Alabama, hereby appropriates and expends \$5,000.00, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2019-2020, to pay over, by agreement, to the Mobile Bay Area Veterans Day Commission, Inc., a domestic non-profit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, to assist the Mobile Bay Area Veterans Day Commission, Inc., in the conduct of its 2019 Veterans Day Activities in Mobile, Alabama, whereby numerous Baldwin County citizens and Veterans of the Armed Forces of the United States shall participate, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county by and through strengthened economic ties between the Veterans of Mobile and Baldwin Counties and

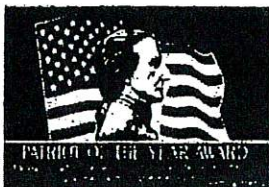
all the citizens of both counties which cooperation shall benefit the commercial sector of Baldwin County which proprietors include Baldwin County's many Veterans.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 1st day of October, 2019.

Commissioner Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



**MOBILE BAY AREA VETERANS DAY
COMMISSION, INC.**

POBox 321 Daphne AL 36526
(251) 308-4156 • vetsdaycommission@gmail.com



RECEIVED
SEP 10 2019
BAC
admin

Sept. 9, 2019

President
Baldwin County Commission
312 Courthouse Square,
Suite 12
Bay Minette, AL 36507

I am writing to request Mobile County funding support of \$5,000 to assist the Mobile Bay Area Veterans' Day Commission in conducting Veterans Day Activities on November 11, 2019.

Veterans Day activities include:

- The Veterans Day Parade through downtown Mobile at 1000 am which includes over sixty area marching units, bands and floats. The Commission coordinates a military vehicle for County Commissioners to ride at the front of the parade along with vehicles for the Patriot of the Year, Veteran of the Year and Mobile County Commissioners. Mobile County JROTC units, Mobile County High School Bands and Mobile County Veterans groups are also invited to march in the parade.
- The Mobile Bay Area Veterans Day Luncheon is held at 12:00pm at Fort Whiting. The luncheon is attended by over 600 guests annually and recognizes a national figure as Patriot of the Year and a local veteran as Veteran of the Year. Over half of all veterans recognized are Mobile County residents. The Mobile County Commission will be provided a table at the luncheon and recognized for the support provided.
- The Commission also holds a Freedom Celebration at 3:00pm at the aircraft pavilion at USS ALABAMA Battleship Park. The event includes 4th Graders participating in a flag ceremony and essay contest. Presentations by the Distinguished Young Woman of America, an area veteran and last years essay winners are included in the event. Mobile County schools are well represented in the event each year.
- Veterans Day activities end with a free Mobile Pops Patriotic Concert at 7:00pm, also at the aircraft pavilion.

The citizens of south Alabama have a proud history of serving the country and of recognizing those who have served. The Commission's funding support will help ensure the Mobile Bay Area Veterans Day Commission has the funds to continue to show our youth and our veterans the importance we place on selfless service. Thank you in advance for your support.

Respectfully submitted

Steven D. Carey
COL. USAF (Ret)
Commission President

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the MOBILE BAY AREA VETERANS DAY COMMISSION, INC. (hereinafter referred to as "VETERANS DAY COMMISSION"), is a non-profit corporation organized to, among other things enumerated in their governing Articles of Incorporation, support and conduct an annual enhanced Veterans Day observance in the greater Mobile Bay (Alabama) area to honor the veterans and members of the seven uniformed services of the United States and the United States Merchant Marine, as well as all reserve, National Guard and inactive components of such services; further, to recognize all past, present and future contributions of these men and women to the security and well being of our nation; and, further, to seek an increased public awareness of the value of the contributions and accomplishments of veterans and their role in shaping American history; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as "COMMISSION") remains the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama; and

WHEREAS, the COMMISSION recognizes the public and civic purposes for which the VETERANS DAY COMMISSION was organized, said public and civic purposes strengthening the economic ties of the Veterans of Mobile and Baldwin Counties and the virtues of good citizenship, patriotism, furthermore, providing a venue to honor all Alabamians who participated in all armed conflicts of the United States, representing the veterans of all branches of the United States Armed Services in all conflicts and educating the public on their contributions and sacrifices through annual Veterans Day activities and, in recognition of the aforesaid public and civic purposes, the COMMISSION desires to appropriate Five Thousand Dollars (\$5,000.00) to the VETERANS DAY COMMISSION, to partner with the VETERANS DAY COMMISSION in its provision of the VETERANS DAY COMMISSION 2019 Veterans Day Public Activities to be conducted on November 11, 2019, in Mobile, Alabama (hereinafter referred to as "2019 VETERANS DAY ACTIVITIES"); and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the VETERANS DAY COMMISSION respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission* 631 So. 2d 953 (Ala. 1994); and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
2. All VETERANS DAY COMMISSION facilities, services and activities, including, but not limited the 2019 VETERANS DAY ACTIVITIES, shall be accessible to the general public in accordance with VETERANS DAY COMMISSION rules and policies.

3. The VETERANS DAY COMMISSION and 2019 VETERANS DAY ACTIVITIES shall have a nondiscriminatory policy, and its facilities, services and activities, including, but not limited the 2019 VETERANS DAY ACTIVITIES, shall be available to the general public regardless of race, age, gender, disability or religion.
4. The COMMISSION shall assist the VETERANS DAY COMMISSION by providing the VETERANS DAY COMMISSION a one-time total funding appropriation of Five Thousand Dollars (\$5,000.00) to partner with the VETERANS DAY COMMISSION in its provision of the 2019 VETERANS DAY ACTIVITIES to be conducted on November 11, 2019, in Mobile, Alabama, which activities shall benefit the public and civic purposes of strengthening the virtues of good citizenship, patriotism, furthermore, honoring all Alabamians who participated in all armed conflicts of the United States and representing the veterans of all branches of the United States Armed Services in all conflicts to, collectively, educate the public on their contributions and sacrifices.
5. The VETERANS DAY COMMISSION expressly agrees to use the one-time total funding appropriation set forth at Section 4 of this Agreement consistent with this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 4 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 4 of this Agreement, as provided by the COMMISSION, be utilized, by the VETERANS DAY COMMISSION only toward the purpose set forth at Section 4 of this Agreement.
6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the VETERANS DAY COMMISSION on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the VETERANS DAY COMMISSION is an agent of the COMMISSION.
7. To the fullest extent allowed by law, the VETERANS DAY COMMISSION shall fully indemnify, defend and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the VETERANS DAY COMMISSION or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 7 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.
8. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
9. The VETERANS DAY COMMISSION agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

- a. Supply to the COMMISSION, within thirty (30) days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.
10. This Agreement, provided in the form as one (1) original instrument for the records of the VETERANS DAY COMMISSION and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the VETERANS DAY COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
11. This Agreement shall be in effect for a period of four (4) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2019, and expiring February 1, 2020, and may be amended, during the aforementioned period of four (4) months, only by written amendment executed by the COMMISSION and the VETERANS DAY COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the VETERANS DAY COMMISSION.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

CHARLES F. GRUBER

As Its: Chairman

Date: _____

ATTEST:

WAYNE A. DYESS
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that CHARLES F. GRUBER, as Chairman of the Baldwin County Commission, and WAYNE A. DYESS, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and whom are known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such officers of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

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

NOTARY PUBLIC

My Commission expires: _____

**MOBILE BAY AREA VETERANS DAY COMMISSION,
INC.
P.O. Box 2187
Mobile, Alabama 36652-2187**

STEVEN D. CAREY, Colonel, U.S. Air Force (Retired)
As Its: President
Date: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public, in and for _____ County, Alabama, and the State of Alabama, hereby certify that STEVEN D. CAREY, Colonel, U.S. Air Force (Retired), as President of the Mobile Bay Area Veterans Day Commission, Inc., whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such President of the Mobile Bay Area Veterans Day Commission, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Mobile Bay Area Veterans Day Commission, Inc.

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

NOTARY PUBLIC
My Commission expires: _____



Alabama Secretary of State



Mobile Bay Area Veterans Day Commission, Inc.	
Entity ID Number	772 - 605
Entity Type	Domestic Non-Profit Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	3-4-1986
Registered Agent Name	TOENES, DAVID A
Registered Office Street Address	451 GOVERNMENT ST MOBILE, AL 36652
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	
Capital Paid In	
Incorporators	
Incorporator Name	STEWART, WILLIAM HART
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SCHIAVONI, VINCENT P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	3-4-1986 Certificate of Formation 16 pgs.

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Baldwin County Commission

Agenda Action Form

File #: 19-2145, **Version:** 1

Item #: BA11

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Consideration for Rescheduling and Cancelling Certain Baldwin County Commission Meetings in November 2019 and December 2019

STAFF RECOMMENDATION

Adopt Resolution #2020-008 which approves the following:

- 1) The November 26, 2019, work session meeting time of the Baldwin County Commission is rescheduled to begin at 10:30 a.m., and to be held instead, in the Commission Conference Room at the Central Annex Building as located at 22251 Palmer Street, Robertsdale, Alabama; and
- 2) The December 24, 2019, work session meeting of the Baldwin County Commission is cancelled.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The November 26, 2019, work session meeting time of the Baldwin County Commission will need to be rescheduled to begin at 10:30 a.m., instead of 8:30 a.m., due to the Day of Thanks Public Breakfast event in Robertsdale. The meeting location will also need to be changed to be held in the Commission Conference Room instead of the Auditorium.

The December 24, 2019, work session meeting of the Baldwin County Commission will need to be cancelled due to the County offices being closed for Christmas Eve on December 24th and Christmas Day on December 25th.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

Send Public Notice to Media/BCC Contacts

Upload Notice to county website

Post Notices at courthouse and facilities

Update Legistar calendar/Insite online meetings calendar

Update Upload Log

Update 4BCC Outlook Calendar and send invites out again

Upload fully executed Resolution to BCAP

Notify:

- 1) Court Reporter (calendar update, email/text, need confirmation)
- 2) QuickCaption for closed captioning (email, need confirmation)
- 3) CIS staff for audio/video (email, need confirmation)
- 4) Facility Coordinator for meeting rooms if necessary

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2020-008
OF THE
BALDWIN COUNTY COMMISSION**

**RESCHEDULING 2ND WORK SESSION MEETING TIME AND LOCATION IN
NOVEMBER 2019 AND CANCELLING THE 2ND WORK SESSION MEETING IN
DECEMBER 2019.**

COMES NOW, the Baldwin County Commission desiring to reschedule certain work session meeting and cancel a certain work session meeting in November 2019 and December 2019, as set forth herein below; now therefore

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

1. The November 26, 2019, work session meeting time of the Baldwin County Commission is rescheduled to begin at 10:30 a.m., and to be held instead, in the Commission Conference Room at the Central Annex Building as located at 22251 Palmer Street, Robertsdale, Alabama.
2. The December 24, 2019, work session meeting of the Baldwin County Commission is cancelled.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 1st day of October, 2019.

Commissioner Charles F. Gruber, Chairman

ATTEST:

Wayne Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 19-2154, **Version:** 1

Item #: BB1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Adoption Partner Agreement between Baldwin County Commission (Animal Shelter) and PetSmart Charities, Inc.

STAFF RECOMMENDATION

Approve an Adoption Partner Agreement between the Baldwin County Commission (Animal Shelter) and PetSmart Charities, Inc., for the Baldwin County Animal Shelter to participate in the PetSmart Charities' adoption program in order to facilitate and provide a location to facilitate adoptions of dogs, cats, or other pets.

This Agreement shall remain in full force and effect until terminated by either Party as set forth herein. Either party may terminate this Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: PetSmart Charities Inc., is an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code ("Code").

The agreement will allow Baldwin County Animal Shelter to participate in the PetSmart Charities' adoption program located at one or more PetSmart Charities Adoption Centers or other space at PetSmart retail stores, or in the case of special events, locations specified by Charities in order to facilitate and provide a location to facilitate adoptions of dogs, cats, or other pets.

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: The agreement has been reviewed and approved by David J. Conner, County Attorney (09/06/2019).

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): Mail
executed agreement to:

PetSmart Charities, Inc.
19601 N. 27th Avenue
Phoenix, Arizona 85027/

Omar Hankton at OHankton@petsmartcharities.org <<mailto:OHankton@petsmartcharities.org>> and
Heidi Fulcher at HFulcher@PetSmartCharities.org <<mailto:HFulcher@PetSmartCharities.org>>

Additional instructions/notes: N/A



This Adoption Partner Agreement (“Agreement”) is entered into between PetSmart Charities Inc., an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code (“Code”), whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 (“Charities”), and **Baldwin County** whose address is 322 Courthouse Square, Bay Minette AL 36507-4809 (“Adoption Partner”).

Section 1 – PetSmart Charities Adoption Program

- A. Adoption Program. Charities agrees to permit Adoption Partner to participate in the Charities’ adoption program (“Adoption Program”) located at one or more PetSmart Charities Adoption Centers or other space at PetSmart retail stores, or in the case of special events, locations specified by Charities (“Adoption Center”). The Adoption Program’s sole purpose is to help facilitate and provide a location to facilitate adoptions of dogs, cats, or other pets (“Pets”). Adoption Partner acknowledges that in addition to its organization, other adoption agencies may also be permitted by Charities to hold adoptions at the same time and location as the Adoption Partner.
- B. Adoption Policies. In addition to the terms and conditions contained in this Agreement, Adoption Partner acknowledges that it has received, and agrees that it and its employees and volunteers will comply with, any additional policies, procedures and/or manuals (collectively the “Policies”) as provided to Adoption Partner by Charities and/or PetSmart, Inc. (“PetSmart”), including any future changes to those policies, procedures and/or manuals. Charities reserves the right to amend such adoption policies in its sole and absolute discretion and will take reasonable steps to notify Adoption Partner of any changes.
- C. Adoption Process. Subject to this Agreement and applicable law, Adoption Partner will use its own adoption policies and procedures when offering Pets for adoption, and will make the final decision in the adoption of a Pet. Adoption Partner shall retain ownership of each Pet until the adoption process for such Pet is complete. Adoption Partner will require an adoption release form or other similar document specified by Charities to be signed by the adopting party.
- D. Adoption Assistance. If mutually agreed upon by Adoption Partner, Charities, and PetSmart, Charities may, through its relationship with PetSmart, facilitate use of PetSmart employees to support the Adoption Center, which may include conducting adoptions, providing care for Pets, and maintaining the facilities. In such event, Adoption Partner hereby authorizes Charities and/or PetSmart to carry out those activities agreed upon and to provide all reasonably necessary training on Adoption Partner’s practices, policies, and procedures.
- E. Adoption Center. Adoption Partner shall have the use of the Adoption Center free of rent or costs. The Parties will mutually agree upon one or more Adoption Center locations and the date Adoption Partner will begin use of each Adoption Center. Additional locations may be added from time to time as deemed necessary by both Parties. Additional locations and/or change of locations can be accomplished upon written request by Adoption Partner and written approval of such request by Charities in its sole and absolute discretion.
- F. Damage to Adoption Center. Adoption Partner will be responsible for any damage to the Adoption Center or related equipment caused by Adoption Partner, its staff, volunteers, Pets, or any other person or animal acting on or under Adoption Partner’s direction or control. Adoption Partner will, at its sole expense, maintain the Adoption Center in a clean, sanitary and orderly fashion and take preventative action to minimize the spread of communicable diseases among Pets. Adoption Partner is responsible for ensuring that the area is clean, fully sanitized and disinfected prior to departure.
- G. Adoption Rewards. Charities may elect to provide certain monetary grants in conjunction with the Adoption Program (“Rewards”). Charities, in its sole and absolute discretion may determine the election, amount, modification, or termination of Rewards. Adoption Partner agrees to use such Rewards in the furtherance of its charitable purpose, specifically its Pet adoption program, or if permitted by Charities, other charitable purposes advancing animal welfare. Adoption Partner may not use Rewards for lobbying or political activities, or any purpose not permitted by the Code.
- H. Adoption Center Supplies. Charities may elect to provide products or pet food (collectively “Product”) for use by Adoption Partner solely for the operation of the Adoption Center. Charities, in its sole and absolute discretion may determine the

election, modification, or termination of Product. Adoption Partner understands and agrees that Product is provided in “as-is” condition and that Charities and PetSmart make NO WARRANTY, COVENANT OR REPRESENTATION, EXPRESSED OR IMPLIED, REGARDING THE PRODUCT, INCLUDING WITHOUT LIMITATION, THEIR DESIGN OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE (EXCEPT CHARITIES WARRANTS IT HAS GOOD TITLE TO THE PRODUCT AND CAN TRANSFER GOOD TITLE TO ADOPTION PARTNER). CHARITIES SHALL NOT BE LIABLE FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED OR INCURRED BY ADOPTION PARTNER OR A THIRD PARTY AS A RESULT OF THE USE, OR CONSUMPTION OF THE PRODUCT. Adoption Partner waives any and all claims against and releases Charities or PetSmart from all liability associated with the use or consumption of the Product. Adoption Partner further understands and agrees that the U.S. Food and Drug Administration (“FDA”) regulations specify that protein derived from mammalian tissues is not to be used in ruminant feed and that the feeding of any pet food included with any Product to cattle or other ruminant animals is expressly prohibited by federal regulations.

- I. Reporting. Adoption Partner is required to submit the impact report(s) related to the Adoption Program specified by Charities along with any other information reasonably requested by Charities.
- J. Pet Eligibility. Except as specified in the Policies, all Pets must be spayed or neutered, and evaluated and deemed to be healthy, safe for interaction, adoptable, and in compliance with any applicable laws and regulations prior to placement in the Adoption Program. Pets showing or previously having shown any signs of aggression are strictly prohibited from the Adoption Program. Adoption Partner will isolate Pets at the first sign of illness or aggression and remove such Pets immediately from the Adoption Center and PetSmart premises.
- K. Request for Removal of Pet. Charities or its designee may require Adoption Partner to immediately remove any Pet from the Adoption Center or PetSmart premises as may be reasonably necessary to comply with Charities’ Adoption Policies, operate the Adoption Program, ensure the safety or well-being of any Pet or person, or comply with any applicable law or regulation, in Charities’ sole discretion.
- L. Employees and/or Volunteers. Adoption Partner agrees that Adoption Partner’s employees who are working or facilitating adoptions in the Adoption Program must be at least 18 years old. Adoption Partner’s volunteers must be at least 14 years old and properly supervised by the Adoption Partner. Volunteers under the age of 18 must always be accompanied and supervised by an adult. Adoption Partner and its employees and volunteers must always maintain a clean, neat and professional appearance, and conduct themselves in a professional and courteous manner. Adoption Partner shall only permit its employees and volunteers to participate in the Adoption Program.
- M. Agreement. Adoption Partner agrees to require all employees and volunteers working on behalf of Adoption Partner in conjunction with the Adoption Program to sign an agreement with Adoption Partner acknowledging that they are aware of and agree to comply with all policies, procedures and manuals, including this Adoption Partner Agreement, and agreeing to waive all claims and liability against Charities and PetSmart resulting from participation in the Adoption Program.
- N. Potential Removal. In the event Charities or PetSmart has any objection to any Adoption Partner employee or volunteer, Charities or PetSmart shall have the right to require Adoption Partner to commence appropriate procedures to remedy the basis of any such objection. Upon reasonable request, PetSmart or Charities, in its sole discretion, may require the removal of the employee or volunteer from the Adoption Center or any other designated areas.
- O. Prohibited Conduct. Adoption Partner, its employees, volunteers or agents, may not, directly or indirectly during or after the term of this Agreement:
 - 1. Sell, gift or generally compete with any of the products and/or services sold by PetSmart (such as grooming, pet training and veterinary services) while in the Adoption Center or on PetSmart premises.
 - 2. Conduct fundraising activities while in the Adoption Center or on PetSmart premises, including directly soliciting donations; except Adoption Partner is welcome to collect donations through use of a donation collection canister located where adoptions are being performed.
 - 3. Interfere in any way with the conduct of the business of PetSmart, Charities or any customer, tenant or occupant of the PetSmart store or shopping center at any time.
 - 4. Allow any person or other organization to use its Adoption Group Number as assigned by Charities, its tax identification number, or participate in the Adoption Program using its name or identity.

Section 2 – General Provisions

- A. Adoption Partner represents to Charities, as of the date of this Agreement and at all times during the term, that:
1. Adoption Partner is either: (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity under Section 170(c)(1) of the Code that will use any Rewards exclusively for public purposes, or (iii) an “Indian tribal government,” under Section 7701(a)(40) of the Code, that is treated as a State that will use any Rewards exclusively for public purposes.
 2. Adoption Partner holds and will maintain any and all licenses, permits and registrations necessary or appropriate to operate and fulfill Adoption Partner’s mission.
 3. Adoption Partner is in compliance (and will comply) with all applicable federal, state, local and tribal laws, regulations and other requirements.
 4. Adoption Partner is not on any federal terrorism “watch list” and any Rewards will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.
 5. Adoption Partner agrees that all representations or statements made by Adoption Partner in any application or any related communications from or on behalf of Adoption Partner are true and accurate in all material respects. Adoption Partner will notify Charities promptly in writing of any changes in such representations or statements.
- B. Adoption Partner agrees to maintain adequate books and records and other financial documents showing compliance with this Agreement. During the term of the Agreement and for two years afterwards, Charities may audit or review Adoption Partner’s books and records solely with respect to this Agreement to confirm Adoption Partner’s compliance with the terms of the Agreement. Any such request will be made with at least ten (10) business days’ prior notice and during normal business hours. Following any such request, Adoption Partner will provide Charities with the requested records and will fully cooperate with Charities. During any such audit or review, Charities may, in its sole discretion, suspend participation in the Adoption Program and withhold any unpaid Rewards pending the outcome of the audit or review. Adoption Partner expressly grants permission to Charities or its designees to discuss with, or request documentation from, third parties about Adoption Partner related to performance under this Agreement. Adoption Partner agrees to cooperate with Charities in supplying additional information required for Charities to comply with governmental requests related to this Agreement. In addition, Adoption Partner agrees to retain and make available all records for Pet licensing and registration, adoptions and adopter information, adoption policies and procedures, as well as any other records required by law related to any Pet or operation of the Adoption Center.
- C. Nothing in this Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. Charities and Adoption Partner are each independent entities, and each will be solely responsible for the acts and omissions of its respective officers, agents, employees, volunteers, and representatives and during and after the term of the Agreement. Adoption Partner shall defend, indemnify and hold harmless Charities including its respective affiliates, directors, officers, managers, employees, representatives, agents, assigns and successors, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, or intellectual property infringement (including reasonable attorneys’ fees and expenses), incident to or arising out of Adoption Partner’s: breach of this Agreement; willful misconduct or negligent act(s) or omission(s); receipt or use of the Rewards; participation in the Adoption Program, including injury or damage caused by or involving Adoption Partner’s Pets; possession, storage, use, consumption and disposal of any Product; employment and/or worker compensation claims; or violation of applicable law. Notwithstanding the foregoing, this provision shall not be applicable if Adoption Partner is a governmental entity and as such, is prohibited by law from indemnifying Charities.
- D. In adoption activities pursuant to this Agreement, Adoption Partner agrees that it will not discriminate by reason of race, color, creed, religion, national origin, age, sexual orientation, disability, veteran status, gender, marital status or any other legally protected status.
- E. Adoption Partner will acknowledge Charities’ support in any promotional materials, including websites and social media platforms, in connection with adoption activities pursuant to this Agreement. Except in the performance of governmental functions or in the enforcement of applicable laws, rules and regulations, Adoption Partner must obtain prior written approval by Charities and will provide Charities at least ten (10) business days to review, for quality control purposes, the proposed use. If Charities permits Adoption Partner use of its logo, such use is a limited, non-exclusive, revocable right to use. Adoption Partner may not use Charities’ logo for any purpose other than the use permitted by Charities, and Charities may immediately terminate use if it is determined by Charities to be unacceptable.

Any right given to Adoption Partner for the use of Charities name or logo may not be transferred, assigned or sublicensed.

- F. Upon approval by the Adoption Partner, in its discretion, Charities shall have the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Adoption Partner's name and logo in accordance with the terms of the approval. If Adoption Partner permits Charities' use of its logo, such use is a limited, non-exclusive, revocable right to use. Such use may be in electronic or digital format (including e-mail, social media platforms or websites) or in printed form. Charities will not use Adoption Partner's name or logo in a negative light or critical manner. Charities' use of Adoption Partner's name or logo will be used only to support or further Charities' mission.
- G. If either party brings an action to enforce its rights under this Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal from the losing party.
- H. This Agreement shall remain in full force and effect until terminated by either Party as set forth herein. Either party may terminate this Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party. Charities may immediately terminate this Agreement upon written notice to Adoption Partner if Charities determines, in its sole discretion, that Adoption Partner: has breached any term of this Agreement; is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable, disreputable, or otherwise inappropriate; ceases to operate or materially and adversely changes its method of operation, is insolvent, or files for or is the subject of any type of receivership, bankruptcy or similar proceeding; or has not complied with the requirements of any other agreement with Charities. If Charities terminates this Agreement for cause, it may, in its sole and absolute discretion: withhold any pending or future Rewards; or revoke any Rewards not used in accordance with this Agreement and require that all previously provided Rewards be returned.
- I. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements, whether written or oral, relating to the subject matter of this Agreement. This Agreement shall not be construed for or against any party based on which party drafted this Agreement, and each party had the opportunity to review this Agreement with their respective legal counsel to the party's satisfaction. This Agreement will not be effective until all information requested by Charities is provided by Adoption Partner and is fully executed. Charities and Adoption Partner each represent that the individuals signing are duly authorized to execute this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures.

TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Adoption Partner Agreement, all effective as of the last date written below.

"CHARITIES"

PetSmart Charities, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

"ADOPTION PARTNER"

Baldwin County

Signature: _____

Name: _____

Title: _____

Date: _____



Baldwin County Commission

Agenda Action Form

File #: 19-2149, **Version:** 1

Item #: BB2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Abby Moorer, Office Manager/Gina Jones, County Humane Officer

ITEM TITLE

Baldwin County Trap-Neuter-Return (TNR) - Renewal of Happy Acres Veterinary Clinic and Animal Medical Center Agreements

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute a Professional Service Agreement renewal for the Trap-Neuter-Return (TNR) Program services with Happy Acres Veterinary Clinic and Animal Medical Center. The agreements shall commence on October 1, 2019, and continue for a period of ninety (90) days, expiring January 1, 2020, with an automatic renewal for one additional ninety (90) day term (expiring April 1, 2020), unless terminated by either party in accordance with the terms of the Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: 05/01/2018

Background: On May 1, 2018 the Baldwin County Commission approved and authorized the Chairman to execute a Professional Service Agreement renewal for the Trap-Neuter-Return (TNR) Program services with Happy Acres Veterinary Clinic and Animal Medical Center. The agreements commenced on May 1, 2018 and continued for a period of ninety (90) days, expiring August 1, 2018, with an automatic renewal for one additional ninety (90) day term (expiring November 1, 2018). To date, \$12,530.00 has been expended.

FINANCIAL IMPACT

Total cost of recommendation: Not to exceed the originally approved amount of \$19,000.00 from fund 780 (Animal Shelter Donations).

Budget line item(s) to be used: 55410.5150.001

If this is not a budgeted 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: Approved by David Conner, 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: BCAS staff will ensure that veterinarians receive copies of executed contracts and will also manage the TNR program.

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

Additional instructions/notes: N/A

PROFESSIONAL SERVICES AGREEMENT

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

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

1. The effective date and term of this Agreement will begin on October 1, 2019 renew for one additional ninety (90) day term, unless terminated by either party by giving a thirty (30) day written notice of termination to the other party as set forth in this Agreement.

2. Veterinarian shall provide services as outlined in this Agreement for feral cats delivered to Veterinarians' office by the County. The County is under no obligation to provide any minimum number of feral cats as it relates to the Baldwin County TNR (Trap, Neuter, Return) Program.

3. Veterinarian must notify and receive the approval of the County before performing any Additional Services outside those specifically included in the Baldwin County TNR Program services. If Veterinarian determines that an animal needs services outside the services listed in the Baldwin County TNR Program, the Veterinarian must contact the Baldwin County Animal Shelter County Humane Officer to discuss the animal and appropriate action related to said animal. Cost for services outside the scope of the Baldwin County TNR Program for Additional Services are at rates established below.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. Veterinarian shall be paid for services rendered at the following rates:

Baldwin County TNR Program services:

Spay/Neuter, ear tipping, and 1 night of boarding	\$50
Rabies Vaccination	\$12

Additional Services outside the scope of the Baldwin County TNR Program:

Exam	\$15
Euthanasia	\$1/cc (5cc minimum)
Hernia repair	\$20
Rabies prep.	\$50

Boarding
Antibiotics

\$7 per night
Veterinarian's established rate

The County agrees to pay the applicable charges incurred, even in the unlikely event of the death of an animal during or after the provision of services.

6. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

7. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama. Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

8. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party, with or without cause or for convenience, upon thirty (30) days written notice to the other party.

9. This Agreement shall not be assignable by Veterinarian.

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

11. It is the intent of the parties of this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. Nonparties to the Agreement may not claim benefits under the Agreement.

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

BALDWIN COUNTY COMMISSION

Date: _____

Charles F. Gruber., Chairman

Attest:

Wayne A. Dyess
County Administrator

VETERINARIAN

Date: 9/12/19

Happy Acre Veterinary Clinic
Clinic Name

[Signature]
Authorized Signature

Print Name/Title: Rebecca Lukie DVM

[Signature]
Witness

Print Name: Leigh Ann Glass

[Signature]
Witness

Print Name: Jana Baxter

PROFESSIONAL SERVICES AGREEMENT

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

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

1. The effective date and term of this Agreement will begin on October 1, 2019 renew for one additional ninety (90) day term, unless terminated by either party by giving a thirty (30) day written notice of termination to the other party as set forth in this Agreement.

2. Veterinarian shall provide services as outlined in this Agreement for feral cats delivered to Veterinarians' office by the County. The County is under no obligation to provide any minimum number of feral cats as it relates to the Baldwin County TNR (Trap, Neuter, Return) Program.

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Rabies Vaccination	\$12

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Euthanasia	\$1/cc (5cc minimum)
Hernia repair	\$20
Rabies prep.	\$50

Boarding
Antibiotics

\$7 per night
Veterinarian's established rate

The County agrees to pay the applicable charges incurred, even in the unlikely event of the death of an animal during or after the provision of services.

6. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

7. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama. Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

8. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party, with or without cause or for convenience, upon thirty (30) days written notice to the other party.

9. This Agreement shall not be assignable by Veterinarian.

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

11. It is the intent of the parties of this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. Nonparties to the Agreement may not claim benefits under the Agreement.

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

BALDWIN COUNTY COMMISSION

Date: _____

Charles F. Gruber., Chairman

Attest:

Wayne A. Dyess
County Administrator

VETERINARIAN

Date: 10-1-2019

Animal medical Center
Clinic Name

E. John Heilmeier
Authorized Signature

Print Name/Title: E John Heilmeier DVM

Anna Martin
Witness

Print Name: Anna Martin

Katie Jackson
Witness

Print Name: Katie Jackson



Baldwin County Commission

Agenda Action Form

File #: 19-2151, **Version:** 1

Item #: BC1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Request from Baldwin County High School - Cross Country Championships Event at Bicentennial Park

STAFF RECOMMENDATION

Approve the use of Baldwin County Bicentennial Park in Stockton, Alabama, for the Baldwin County High School Cross-Country Championships event on October 19, 2019, beginning at 8:00 a.m. and ending at 12:00 p.m.

BACKGROUND INFORMATION

Previous Commission action/date: BCC Regular Meeting 9/18/2018

Background: Staff received correspondence from Mr. Matthew Beckett, Cross Country Coach for Baldwin County High School, requesting the use of Bicentennial Park for a Cross Country Championships Event on October 19, 2019, beginning at 8:00 a.m. and ending at 12:00 p.m. The Baldwin County Cross Country Championships is an event held every year in October where the cross-country teams from every high school in Baldwin County compete. There are two races in the Championship meet, one for girls and one for boys. The admission to the event is free. The approximate number of people expected to be in attendance is 400. Mr. Beckett is the responsible party.

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: Felisha Anderson will contact Mr. Beckett with the commissioner's response to this request.

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

Additional instructions/notes: N/A

Felisha Anderson

From: Matthew Beckett <mdbeckett@bcbe.org>
Sent: Wednesday, September 11, 2019 5:41 PM
To: Felisha Anderson
Subject: Re: [EXTERNAL] RE: <EXTERNAL> Baldwin County High School Cross Country Meet

Host name: Baldwin County High School

Date of event: Saturday, October 19th (morning)

History behind the event: The Baldwin County Cross Country Championships is held every year in October where the all the high school cross country teams (both girls and boys) in Baldwin County compete in a 5K race.

Approximate number of attendees: approximately 400

Responsible Party: Baldwin County High School – Coach Matt Beckett (mdbeckett@bcbe.org ; 251-455-5185)

Cost to attend event: Cost for spectators is free.

Please let me know if there are any other questions or if there is any else I can do to help.

Thanks,

Matt Beckett
Baldwin County HS
Cross Country

From: Felisha Anderson <fanderson@baldwincountyal.gov>
Date: Wednesday, September 11, 2019 at 7:17 AM
To: Matthew Beckett <mdbeckett@bcbe.org>
Subject: [EXTERNAL] RE: <EXTERNAL> Baldwin County High School Cross Country Meet



Dear Mr. Beckett,

I will submit an agenda item to the Commission on your behalf. Please submit to me a request to include the following:

Host name
Date of event
History behind the event
Approximate number of attendees
Responsible Party
Cost to attend event

Please get this information back to me as soon as possible. Thank you and have a great day!

Felisha Anderson

Director/County Archivist

Baldwin County Commission

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

Physical Address: 305 East 2nd Street, Bay Minette, Alabama 36507

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

Archives Ext. 2572

Email: fanderson@baldwincountyal.gov

Department Email: archivalrecords@baldwincountyal.gov

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



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

From: Matthew Beckett [mailto:mdbeckett@bcbe.org]

Sent: Monday, September 9, 2019 2:45 PM

To: Felisha Anderson <fanderson@baldwincountyal.gov>

Subject: <EXTERNAL> Baldwin County High School Cross Country Meet

Ms. Felisha Anderson,

If allowed, Baldwin County High School's Cross Country team would once again like to host the Baldwin County Cross Country Championship meet at Bicentennial Park on the morning of Saturday, October 19th. If approved, please let me know what you need from me to help the process move forward.

Thanks,

Matt Beckett

Baldwin County HS

Cross Country



Baldwin County Commission

Agenda Action Form

File #: 19-2112, **Version:** 1

Item #: BD1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Baldwin County Courthouse Christmas Decorations

STAFF RECOMMENDATION

Approve the Purchasing Director to issue a purchase order for the purchase of Christmas decorations for the Baldwin County Courthouse grounds in an amount not to exceed \$4,000.00 and authorize Building Maintenance to perform the work.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Bay Minette has requested help from the County in making the Baldwin County Courthouse grounds festive for the upcoming Christmas season. The City is requesting that the County decorate the 12 trees located on the four (4) corners of the Courthouse square and to decorate around the seating area on the north side of the courthouse. The Purchasing Director has gotten pricing for the lights and decorations that will be needed in an amount not to exceed \$4,000.00. Junius Long, Building Facilities Coordinator said that Building Maintenance staff could perform the work. Funding for this project will be from Bay Minette Courthouse budget 51988.5231.

FINANCIAL IMPACT

Total cost of recommendation: not to exceed \$4,000.00

Budget line item(s) to be used: 51988.5231

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: 10/01/2019

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-2113, **Version:** 1

Item #: BD2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

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

STAFF RECOMMENDATION

Extend the Professional Services Contract with David Pimperl for consulting services to assist with the system administration and support of the County's IBM I Servers (AS400), at a cost of \$85.00 per hour, not to exceed 15 hours per month, for an additional twelve (12) months at the same terms and conditions as stated in the original Contract award on October 3, 2017. The Contract extension will expire on October 3, 2020.

BACKGROUND INFORMATION

Previous Commission action/date:

10/03/2017 meeting: Authorized the Chairman to execute a Contract for professional services between the Baldwin County Commission and David Pimperl for Consulting Services to assist with the system administration and support of the County's IBM I Servers (AS400), at a cost of \$85.00 per hour, not to exceed 15 hours per month. (Contract shall be effective for twelve (12) months commencing immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month Contract extensions, or extend the first Contract until such a time a new Contract can be bid and awarded.)

09/18/2018 meeting: Extended the Professional Services Contract with David Pimperl for consulting services to assist with the system administration and support of the County's IBM I Servers (AS400), at a cost of \$85.00 per hour, not to exceed 15 hours per month, for an additional twelve (12) months at the same terms and conditions as stated in the original Contract award on October 3, 2017. The Contract extension will expire on October 3, 2020.

Background: The Commission approved during their October 3, 2017, regular meeting a Professional Services Contract for Consulting Services with David Pimperl to assist with the system administration and support of the County's IBM I Servers (AS400), at a cost of \$85.00 per hour, not to exceed 15 hours per month for twelve (12) months. These services are an extension of the CIS

department to support Probate, Revenue, Building Department and Sales Tax along with all departments that utilize the AS400 on a daily basis. The Contract terms contained a stipulation that the services could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the original Contract. The vendor, David Pimperl, has submitted an email agreeing to extend his price for an additional twelve (12) months. The Contract extension will expire on October 3, 2020.

FINANCIAL IMPACT

Total cost of recommendation: \$15,300.00

Budget line item(s) to be used: 51965.5150

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/01/2019

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 Pimperl](#)
To: [Wanda Gautney](#)
Cc: [Brian Peacock](#)
Subject: <EXTERNAL> RE: Contract for Professional Services to Support IBM I Servers (AS400)
Date: Wednesday, September 11, 2019 9:57:28 AM

Wanda,

Yes, I agree. I look forward to providing services to the Baldwin County Commission for another year.

Thanks David.

David Pimperl

From: Wanda Gautney <wgautney@baldwincountyal.gov>
Sent: Wednesday, September 11, 2019 8:05 AM
To: David Pimperl <dpimperl@outlook.com>
Cc: Brian Peacock <BPEACOCK@baldwincountyal.gov>
Subject: Contract for Professional Services to Support IBM I Servers (AS400)

David,

The Agreement for Professional Services with Baldwin County Commission will be expiring on October 4, 2019. The agreement included an option to renew the bid for two (2) additional twelve (12) months if the provider agrees, at the same prices and terms as the original bid award. Baldwin County would like to extend the bid for twelve (12) months.

Please let me know if you, as the provider, if you agree to a twelve (12) month extension at the same prices and terms of the original bid award dated October 3, 2017.

Thanks

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



State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

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

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

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

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

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

- | | |
|----------------|------------------------------------------------------|
| A. COUNTY: | Baldwin County, Alabama |
| B. COMMISSION: | Baldwin County Commission |
| C. PROVIDER: | David Pimperl |
| D. CIS | Communications and Information Systems
Department |

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

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

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

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

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

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

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

IX. 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.

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

XV. 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: David Pimperl
48702 Ralph Johnson Rd. S.
Bay Minette, AL 36507

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

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

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

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

XXIV. Warranty Disclaimer. THE SERVICES ARE PROVIDED "AS-IS", "AS AVAILABLE," EXCLUSIVE OF ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

XXV. Limitation of Liability. PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT PAID BY COUNTY HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY COUNTY HEREUNDER. THE FOREGOING SHALL NOT LIMIT COUNTY'S PAYMENT OBLIGATIONS UNDER THE "DIRECT EXPENSES" SECTION ABOVE.

XXVI. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL PROVIDER HAVE ANY LIABILITY TO THE COUNTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

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

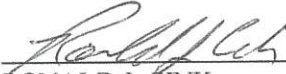
XXVIII: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

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

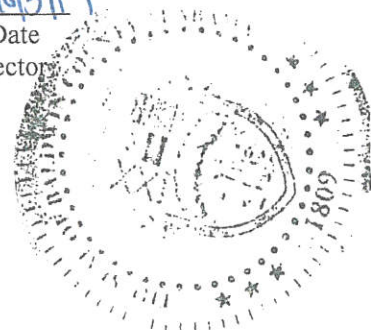
COUNTY


T. CHRISTOPHER ELLIOTT, Chairman /Date

ATTEST:

 10/31/17
RONALD J. CINK, /Date
County Administrator/Budget Director

NOTARY AND SIGNATURE PAGE TO FOLLOW



State of Alabama)

County of Baldwin)

I, Keri Green, a Notary Public in and for said County, in said State, hereby certify that, T. Christopher Elliott, 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 Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

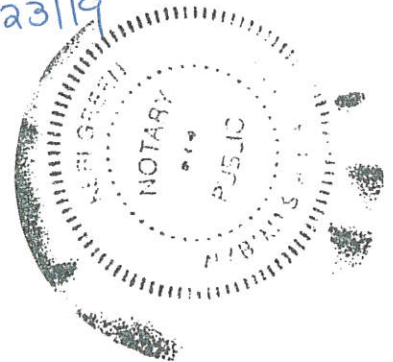
GIVEN under my hand and seal on this the 3rd day of October, 2017.

Keri Green
Notary Public

My Commission Expires 11/23/19

PROVIDER:

[Signature] / 10/4/17
By David Pimperl / Date
Its _____



State of Alabama)

County of Baldwin

I, Wanda Gautney, Notary Public in and for said County and State, hereby certify that David Pimperl as Owner of Company, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said David Pimperl.

GIVEN under my hand and seal on this the 4th day of October, 2017.

Wanda Gautney
Notary Public

My Commission Expires _____
WANDA F. GAUTNEY
My Commission Expires
July 28, 2018

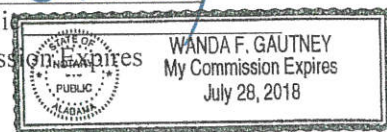


EXHIBIT "A"

Scope of Services

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

Domains of Service

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



Baldwin County Commission

Agenda Action Form

File #: 19-2115, **Version:** 1

Item #: BD3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Chief Anthony Lowery/Connie Dudgeon, Sheriff's Department Finance Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Lease of One (1) Postage Machine for the Baldwin County Sheriff's Office Located in Bay Minette, Alabama

STAFF RECOMMENDATION

Authorize the Chairman to execute the lease agreement with **Neopost USA, Inc., (Accurate Control)** for the lease of one (1) postage machine off the State of Alabama bid for the Bay Minette Sheriff's Office for thirty-six (36) months effective upon full execution of agreements as follows:

Bay Minette Sheriff's Office

Neopost Model IN600AFSH - IN Series 600 Base w/Autofeeder, Sealer & Catch Tray

Neopost INWP5 - IN Series 5 Weighing Platform

Neopost Model IN600AERR - IN Series 600(AF) e-RR Feature & Activation Kit, with bc Scanner Includes e-RR Rate File w/100 eDel Conf. 100 eSig Conf & 300 eCert Labels

Accounting Package

Rate Protection

Full Coverage Maintenance Contract

\$674.58 per quarter - \$2,698.32 per year

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The lease agreement with Accurate Control (Neopost) of Fairhope for the Postage Machine and Meter for the Bay Minette Sheriff's Office is expiring. Neopost is pulling the old machine and replacing it with a new machine off the State of Alabama bid. The lease agreement is for thirty-six (36) months in the amount of \$674.58 per quarter for a total of \$2,698.32 per year.

FINANCIAL IMPACT

Total cost of recommendation: \$2,698.32 per year

Budget line item(s) to be used: 52100.5227

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?
Standard State of Alabama Bid Lease Agreement

Reviewed/approved by: David Conner, 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: 10/01/2019

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	Phone #	Date
601	Accurate Control Equipment Inc.	(251) 928-4976	09/09/2019

Section (B) Billing Information

Company Name	BALDWIN COUNTY COMMISSION		
DBA			
Billing Address	312 COURTHOUSE SQ STE 11		
City State Zip+4	BAY MINETTE	AL	36507-4809
Contact Name	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 SHERIFFS OFFICE		
Installation Address	310 HAND AVE		
City State Zip+4	BAY MINETTE	AL	36507-4500
Contact Name	CONNIE DUDGEON	Phone	(251) 580-2508
Contact Title	DIRECTOR OF BUDGET & FIN	Fax	(251) 580-2561
Email Address	cdudgeon@baldwincountyal.gov		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IN600AFSH	IN Series 600 Base w/ Autofeeder, Sealer & Catch Tray
1	INWP5	IN Series 5 lb Weighing Platform
1	IN600AERR	IN Series 600(AF) e-RR Feature & Activation kit. w/bc Scanner Incl e-RR Rate File w/100 eDel Conf, 100 eSig Conf & 300 eCert labels

Section (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 Billing Method: <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Arrears	Number of Months First 36	Monthly Payment (Plus applicable taxes) \$224.86
	Current Lease Number: XXXXXXXXXX	
	<input type="checkbox"/> ACH (Customer to submit authorization form)	

Section (F) Postage Meter & Postage Funding Information

Meter Model	IN600AFAI	Machine Model	IN600AFSH
Postage Funding Method: <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input checked="" type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number: XXXXXXXXXX	
Agency Code XXXXXX Sub Agency Code XXXXXX			

Service Products (Check all that apply)

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10)
<input checked="" type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
<input checked="" type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35)
<input type="checkbox"/> NeoShip PLUS (EP70PLUS)
<input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES)
<input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service
<input checked="" type="checkbox"/> Maintenance
<input checked="" type="checkbox"/> Installation/Training
<input type="checkbox"/> Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initialed here _____.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-v4-16), which are also available at <https://www.neopost.com/terms/government-equipment-lease-terms-usps-dealer-v4-16.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.

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

Catherine Brasted

Print Name and Title

Accepted by Neopost USA and its Affiliates

Date Accepted

9/16/19

Date Accepted



Baldwin County Commission

Agenda Action Form

File #: 19-2116, **Version:** 1

Item #: BD4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Sheriff Hoss Mack/Chief Anthony Lowery/Connie Dudgeon, Finance Director Sheriff's Department

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for Inmate and Juvenile Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility

STAFF RECOMMENDATION

Award the Request for Proposals (RFPs) for Inmate Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility to **Quality Correctional Health Care, Inc., (QCHC)** as per the attached Award Listing and authorize the Chairman to execute the Contract contingent upon County Attorney approval.

SUBJECT TO ANY CHANGES DEEMED NECESSARY BY THE CHAIRMAN AND COUNTY ATTORNEY.

BACKGROUND INFORMATION

Previous Commission action/date:

08/06/2019 meeting: Authorized the Purchasing Director to solicit a Request for Proposal (RFP) for Inmate and Juvenile Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility.

Background: During the August 6, 2019, meeting the Commission approved the Request for Proposals (RFPs) for Inmate Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility. Three (3) proposals were received. The Purchasing Director and several Sheriff Department staff evaluated the proposals received. After reviewing the proposals, the committee's recommendation is to award the contract to Quality Correctional Health Care, Inc., who had the most advantageous proposal for the County.

Staff recommendation is to award the RFP to Quality Correctional Health Care, Inc., (QCHC) as per the attached Award Listing and authorize the Chairman to execute the Contract contingent upon County Attorney approval.

FINANCIAL IMPACT

Total cost of recommendation: \$1,840,000.00 per year

Budget line item(s) to be used: 52200 and 52610

If this is not a budgeted 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 J. Conner, 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: 10/01/2019

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 Vendors

Additional instructions/notes: N/A

RFP for Inmate & Juvenile Healthcare Services Program - Award List

BIDDER: QCHC, INC.	
<u>Baldwin County Corrections Center</u>	
Cost Plus	
QCHC charges the County for the actual cost it incurs in providing inmate medical services (labor, equipment and supplies, pharmaceuticals, etc.), plus a 15% Admin fee	
Estimated total cost including pharmacy to be	\$1,525,000.00 per contract year
All cost in excess of "cost cap" estimate will be billed, but will not be charged the additional 15% administrative fee. 15% of all savings on discounted claims	
Total	\$1,525,000.00
15% Max Administrative Fee	\$228,750.00
TOTAL	\$1,753,750.00
Monthly invoice \$146,145.83 per term of contract (36 months)	
<u>Baldwin County Juvenile Facility</u>	
Cost Plus	
QCHC charges the County for the actual cost it incurs in providing inmate medical services (labor, equipment and supplies, pharmaceuticals, etc.), plus a 15% Admin fee	
Estimated total cost including pharmacy to be	\$75,000.00 per contract year
All cost in excess of "cost cap" estimate will be billed, but will not be charged the additional 15% administrative fee. 15% of all savings on discounted claims	
Total	\$75,000.00
15% Max Administrative Fee	\$11,250.00
TOTAL	\$86,250.00
Monthly invoice \$7,187.50 per term of contract (36 months)	

RFP for Inmate & Juvenile Healthcare Services Program - Bid Tabulation

BIDDER: QCHC, INC.	
<u>Baldwin County Corrections Center</u>	
Cost Plus	
QCHC charges the County for the actual cost it incurs in providing inmate medical services (labor, equipment and supplies, pharmaceuticals, etc.), plus a 15% Admin fee	
Estimated total cost including pharmacy to be \$1,525,000.00 per contract year	
All cost in excess of "cost cap" estimate will be billed, but will not be charged the additional 15% administrative fee. 15% of all savings on discounted claims	
Total	\$1,525,000.00
15% Max Administrative Fee	\$228,750.00
TOTAL	\$1,753,750.00
Monthly invoice \$146,145.83 per term of contract (36 months)	
<u>Baldwin County Juvenile Facility</u>	
Cost Plus	
QCHC charges the County for the actual cost it incurs in providing inmate medical services (labor, equipment and supplies, pharmaceuticals, etc.), plus a 15% Admin fee	
Estimated total cost including pharmacy to be \$75,000.00 per contract year	
All cost in excess of "cost cap" estimate will be billed, but will not be charged the additional 15% administrative fee. 15% of all savings on discounted claims	
Total	\$75,000.00
15% Max Administrative Fee	\$11,250.00
TOTAL	\$86,250.00
Monthly invoice \$7,187.50 per term of contract (36 months)	
Register with Alabama Secretary of State Yes	

BIDDER: Wellpath, LLC			
<u>Baldwin County Corrections Center & Juvenile Facility</u>			
Option 1 Based on County's Staffing Proposal			
Contract Period	Monthly Cost	Annual Cost	Per Diem for Monthly
	ADP=622	ADP=622	ADP above 672
Year One	\$249,597.41	\$2,995,169.00	\$0.91
Year Two	\$257,031.80	\$3,084,382.00	\$0.94
Year Three	\$264,689.22	\$3,176,271.00	\$0.97
Option 2 Based on Wellpath's Staffing Proposal			
Contract Period	Monthly Cost	Annual Cost	Per Diem for Monthly
	ADP=622	ADP=622	ADP above 672
Year One	\$302,548.08	\$3,630,577.00	\$0.91
Year Two	\$311,570.99	\$3,738,852.00	\$0.94
Year Three	\$320,864.58	\$3,850,375.00	\$0.97
Both proposals include an aggregate off-site cap of \$500,000.00 and an aggregate pharmacy cap of \$250,000.00.			
Registered with Alabama Secretary of State Yes			

BIDDER: Southern Health Partners, Inc.			
<u>Baldwin County Corrections Center & Juvenile Facility</u>			
Contract Period	Monthly Cost	Annual Cost	Per Diem
	ADP=622	ADP=622	
Year One	\$164,266.67	\$1,971,200.00	\$1.25
Year Two	\$169,194.67	\$2,030,336.00	\$1.29
Year Three	\$174,270.51	\$2,091,246.08	\$1.33
<p>Cost Pool includes cost of renal dialysis, all prescription medications, clinical labs, off-site dental services, on/off site x-ray services, Telepsych service call fees, and all medical and mental health services that cannot be reasonably performed on-site. Should the County not deplete the total budgeted cost pool amount of \$230,000, SHP agrees to refund the County 100% of any unused monies (up to \$230,000). If the total budgeted amount of \$230,000 is reached in any year (12 months), the County will be responsible to cover 100% of the excess costs through a reimbursement procedure to SHP</p>			
Cost Pool Limitation	\$230,000.00		
Pharmacy Cap	\$150,000.00		
<p>Registered with Alabama Secretary of State</p> <p>Yes</p>			

**AGREEMENT FOR THE PROVISION OF
PHYSICIAN AND RELATED HEALTHCARE SERVICES
TO THE INMATES OF THE BALDWIN COUNTY CORRECTIONS CENTER AND
JUVENILES AT THE BALDWIN COUNTY JUVENILE DETENTION CENTER**

This **AGREEMENT FOR THE PROVISION OF PHYSICIAN AND RELATED HEALTHCARE SERVICES TO THE INMATES OF THE BALDWIN COUNTY CORRECTIONS CENTER AND JUVENILES AT THE BALDWIN COUNTY JUVENILE DETENTION CENTER** (hereinafter referred to as the “AGREEMENT”) is hereby entered into by and between **BALDWIN COUNTY, ALABAMA**, a political subdivision of the State of Alabama (hereinafter referred to as the “COUNTY”); and **QCHC OF ALABAMA, INC.** a/k/a Quality Correctional Health Care, an Alabama Corporation (hereinafter referred to as “QCHC”).

RECITALS

WHEREAS, the COUNTY and SHERIFF desire to provide professional and responsive physician and related healthcare services to the INMATES/DETAINEES of the Baldwin County CORRECTIONS CENTER and JUVENILES at the Baldwin County Juvenile Detention Center; pursuant to their obligations under the Constitution of the United States of America, the Constitution of the State of Alabama, Section 14-6-19 and Section 14-6-20 of the Code of Alabama, any applicable judicial orders or decisions, and any other applicable sources of law; and

WHEREAS, QCHC is a physician-owned corporation which provides professional and responsive physician and related healthcare services in correctional facilities and desires to provide such services for the COUNTY and SHERIFF pursuant to the terms of this AGREEMENT; and

WHEREAS, the COUNTY and SHERIFF desire to enter into this AGREEMENT with QCHC; and, through the COUNTY COMMISSION, wish to enter into this professional services AGREEMENT, as authorized by Section 41-16-21(a); to provide necessary medication and medical attention pursuant to Alabama Code Section 14-6-19; and seek to appoint QCHC, its employee or agent physicians, to attend to the INMATES/DETAINEES of the CORRECTIONS CENTER pursuant to Alabama Code Section 14-6-20 and the JUVENILES at the JUVENILE DETENTION CENTER.

NOW, THEREFORE, the parties hereby enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

COUNTY –Baldwin County, Alabama.

COUNTY COMMISSION-The COUNTY COMMISSION of Baldwin County, Alabama.

CORRECTIONS CENTER – The CORRECTIONS CENTER located in Bay Minette, Baldwin County, Alabama, and operated by the SHERIFF of Baldwin County.

ELECTIVE CARE – Care which, if not provided, would not, in the opinion of QCHC's physician, who shall be a physician licensed in the State of Alabama and an employee or independent contractor of QCHC, cause the INMATE/DETAINEE's or JUVENILE's health to deteriorate, or cause harm to the INMATE/DETAINEE's or JUVENILE's well-being.

JUVENILE DETENTION CENTER or JDC-The JUVENILE DETENTION CENTER located in Bay Minette, Baldwin County, Alabama and operated by Baldwin County.

INMATES/DETAINEES – INMATES/DETAINEES booked into the custody of the SHERIFF of Baldwin County and incarcerated at the CORRECTIONS CENTER.

JUVENILES-JUVENILES in the custody of the Baldwin County Juvenile Detention Center.

MID-LEVEL PRACTITIONER – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed in the State of Alabama.

QCHC CORPORATE HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SHERIFF – The SHERIFF of Baldwin County, or his agent or designee, such as the Jail Commander/Administrator, Warden, Chief Deputy, Chief of Staff, Under-sheriff, Acting Sheriff, etc.

SPECIALTY SERVICES – Medical services that require a physician to be board-certified in a specialty, including, but not limited to, cardiology, dermatology, gynecology, neurology, nephrology, etc.

ARTICLE I: **DUTIES AND OBLIGATIONS OF QCHC**

For and in consideration of the compensation to be paid to QCHC as hereinafter set forth, the sufficiency of which is mutually acknowledged by the parties to this AGREEMENT, QCHC hereby agrees to provide for the delivery of physician and related healthcare services to the INMATES/DETAINEES under the custody and control of the SHERIFF at the CORRECTIONS CENTER and Baldwin County at the JDC according to the terms and conditions that follow:

- 1.1. PRIMARY CARE.** QCHC shall provide primary healthcare services for all persons committed to the custody of the CORRECTIONS CENTER and the JDC, except those identified in Section 1.27. The responsibility of QCHC for medical care of an INMATE/DETAINEE commences with the booking and physical placement of the INMATE/DETAINEE into the CORRECTIONS CENTER or a JUVENILE at the JDC. All treatments, examinations, and medical services will be conducted within a reasonable time of the request for care. Physical Assessments will be completed as soon

as practicable, but in no event longer than 14 days from intake, absent extraordinary circumstances. All physician sick calls, admission exams, screenings, physical assessments, dental exams, and all other primary medical services shall be conducted on-site, at the CORRECTIONS CENTER for INMATES/DETAINEES and at the JDC for JUVENILES, unless otherwise addressed herein.

- 1.2. STAFFING.** QCHC will provide the staffing coverage necessary for the rendering of primary healthcare services to the INMATES/DETAINEES of the CORRECTIONS CENTER and JUVENILES at the JDC as described in and required by this AGREEMENT. Anticipated staffing schedules for the CORRECTIONS CENTER and the JDC is included as APPENDIX A to this AGREEMENT, which the SHERIFF, JDC Director and QCHC may amend from time to time by mutual written consent. Staffing and scheduling may vary from the routine staffing and scheduling on QCHC CORPORATE HOLIDAYS. It is understood and agreed that QCHC employees are allowed to leave the CORRECTIONS CENTER and JDC during the work day for meal breaks, provided the timing and length of such meal breaks do not negatively impact or impair QCHC's ability to fulfill its obligations under this AGREEMENT. All personnel provided or made available by QCHC to render services hereunder shall be licensed, certified, or registered, as appropriate under Alabama law, in their respective areas of practice. All personnel shall be subject to a background check by the COUNTY/SHERIFF and will be required to follow the SHERIFF's rules and policies regarding security and safety in the CORRECTIONS CENTER and JDC.

The categories of staff/service providers to be provided by QCHC shall include:

1.2.1. PHYSICIAN / MEDICAL DIRECTOR / MID-LEVEL PRACTITIONER.

Physician(s) or MID-LEVEL PRACTITIONER(s) will visit the CORRECTIONS CENTER each week as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of such physician/MID-LEVEL PRACTITIONER visits to be determined between the SHERIFF and QCHC for INMATES/DETAINEES and Baldwin County and QCHC for JUVENILES at the JDC, in accordance with APPENDIX A. A physician will be available by telephone to the CORRECTIONS CENTER's administrative staff and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. One of the QCHC physicians will be designated as the CORRECTION CENTER's "Medical Director," and one of QCHC's physicians shall be designated at the JDC's "Medical Director." The Medical Director(s) shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services, in the CORRECTIONS CENTER and JDC.

- 1.2.2. HEALTH SERVICES ADMINISTRATOR.** QCHC shall provide a Health Services Administrator ("HSA"), who shall be a Registered Nurse (RN), who shall be responsible for management of the day-to-day operations of the medical

units in the CORRECTIONS CENTER. QCHC shall provide a like qualified HSA at the JDC.

- 1.2.3. NURSING.** QCHC will provide on-site nursing coverage, consisting of both Registered Nurses (“RN”) and Licensed Practical Nurses (“LPN”) at the CORRECTIONS CENTER and the JDC as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of nursing coverage to be determined between the SHERIFF and QCHC, in accordance with APPENDIX A. The SHERIFF and QCHC agree to review nursing hours should the ADP significantly exceed the level contained in Article 3 of this AGREEMENT.
- 1.2.4. MENTAL HEALTH PROFESSIONALS.** QCHC will provide mental health professionals, such as a psychiatric prescriber, counselors, and other mental health professionals, sufficient to accomplish the objectives of this AGREEMENT, in accordance with APPENDIX A.
- 1.2.5. DENTAL STAFF.** QCHC will provide dental health professionals, such as dentist services, dental assistants, dental hygienists, and other dental health professionals, sufficient to accomplish the objectives of this AGREEMENT, in accordance with APPENDIX A.
- 1.2.6. SUPPORT STAFF.** QCHC will provide such support staff, such as records clerks, medical assistants, technicians, and others, sufficient to accomplish the objectives of this AGREEMENT, in accordance with APPENDIX A.
- 1.3. CARE REPORTS.** Upon request, QCHC will provide reports and meet regularly with the SHERIFF, COUNTY or their designees, concerning the overall operation of the healthcare services program and the general health of the INMATES/DETAINEES of the CORRECTIONS CENTER.
- 1.4. DENTAL CARE.** QCHC will provide for INMATES/DETAINEES and JUVENILES dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying INMATES/DETAINEES in need of dental services from a licensed dentist. QCHC will be responsible for providing a dentist who will see the INMATES/DETAINEES on a regular basis as determined by QCHC and the SHERIFF for the CORRECTIONS CENTER and by QCHC and the COUNTY for the JDC.
- 1.5. DISPOSABLE MEDICAL SUPPLIES.** QCHC will provide for INMATES/DETAINEES and JUVENILES disposable medical supplies intended for one-time use.
- 1.6. DURABLE MEDICAL EQUIPMENT AND SUPPLIES.** Except for the equipment and instruments owned by the COUNTY/SHERIFF at the inception of this AGREEMENT, QCHC will provide durable medical equipment and supplies required for

the adequate provision of healthcare services during the term of this AGREEMENT, up to a limit of \$500 per item/unit, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will coordinate with the SHERIFF/COUNTY for the purchase of equipment or instruments with a per unit/item cost of greater than \$500. All maintenance or repair of equipment and instruments will be arranged or performed by QCHC, and the COUNTY will reimburse QCHC pursuant to the terms of Section Article III.

- 1.7. **ELECTIVE CARE.** QCHC will not provide ELECTIVE CARE to INMATES/DETAINEES. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.
- 1.8. **EMERGENCY CARE.** QCHC will provide emergency medical treatment to staff of the CORRECTIONS CENTER, and JDC and to subcontractors, and visitors who become ill or are injured while on the premises. QCHC will stabilize all patients and refer for recommended off-site emergency treatment or care, as needed.
- 1.9. **HEALTH EDUCATION.** QCHC will provide health education materials to the SHERIFF for INMATE/DETAINEE education and the COUNTY for JUVENILE education. QCHC will also provide, upon request, annual CPR/first aid, suicide prevention, and other training for staff of the CORRECTIONS CENTER staff, as requested by the SHERIFF and other training for staff of the JDC, as requested by the COUNTY.
- 1.10. **HEALTH EVALUATIONS.** QCHC will provide for INMATES/DETAINEES' on-site health evaluations and medical care within the National Commission on Correctional Health Care ("NCCHC") guidelines.
- 1.11. **PREGNANCY/INFANT CARE/ABORTIONS.** QCHC shall arrange for and bear the cost of on-site health care for any pregnant inmate. Off-site health care services for any pregnant inmate shall be the financial responsibility of the COUNTY in accordance with Specialty Services as set forth in Section 1.18 of this AGREEMENT. QCHC will neither arrange for infant care nor be financially responsible for any costs associated with infant care. Likewise, QCHC will neither arrange for nor provide abortion services.
- 1.12. **INMATE/DETAINEE LABOR.** INMATES/DETAINEES or JUVENILES will not be employed or otherwise engaged or utilized by either QCHC or the SHERIFF or the COUNTY in the rendering of any healthcare services.
- 1.13. **MANAGEMENT SERVICES.** QCHC will provide management services to include: a comprehensive Strategic Plan; Policies and Procedures; Protocols; Peer Review; CQI; Cost Containment; Utilization Management; Risk Management programs; and Health Insurance Portability and Accountability Act (HIPAA) and NCCHC Compliance programs specific to the medical operations of the CORRECTIONS CENTER and JDC. Additionally, QCHC will provide such consulting services as may be required by the SHERIFF/COUNTY with respect to potential improvements or changes to the medical units or the delivery of healthcare services in

the CORRECTIONS CENTER and JDC, including providing consulting services attendant to the potential building of any additions to or expansions of existing CORRECTIONS CENTER or any new CORRECTIONS CENTER, and/or potential efforts for the CORRECTIONS CENTER to maintain or gain accreditation by the NCCHC or any other similar entity that certifies or accredits correctional facilities.

- 1.14. MEDICAL RECORDS.** QCHC will maintain, cause, or require being maintained, complete and accurate medical records for each INMATE/DETAINEE and JUVENILE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, standards, and the SHERIFF's and JDC's policies and procedures. The medical records will be kept separate from the INMATE/DETAINEE's or JUVENILE's confinement record. A complete copy, or summary thereof, of the original applicable medical record will be available to accompany each INMATE/DETAINEE or JUVENILE who is transferred from the CORRECTIONS CENTER or JDC to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records. QCHC will comply with state and federal law and the SHERIFF's and COUNTY's policies with regard to access by INMATES/DETAINEES/JUVENILES and staff of the CORRECTIONS CENTER and JDC to medical records. No information contained in the medical records will be released by QCHC except as provided by the SHERIFF's policy, COUNTY policy, a court order, or otherwise in accordance with applicable laws. At the expiration of this AGREEMENT period, all medical records will be delivered to and remain with the SHERIFF/COUNTY/CORRECTIONS CENTER/JDC. However, the COUNTY/SHERIFF/CORRECTIONS CENTER/JDC will provide QCHC with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation. INMATE/DETAINEE and JUVENILE medical records will at all times be the property of the COUNTY/SHERIFF/CORRECTIONS CENTER/JDC and shall not be the property of QCHC. QCHC will make available to the SHERIFF and COUNTY, unless otherwise specifically prohibited, at the SHERIFF's and/or COUNTY's request, all records, documents, and other papers relating to the direct delivery of healthcare services to the CORRECTIONS CENTER's INMATES/DETAINEES and to the JDC's JUVENILES hereunder.

1.14.1. ELECTRONIC MEDICAL RECORDS. QCHC will maintain the existing Electronic Medical Records (EMR) system for INMATE/DETAINEE Medical Records at the Baldwin County Corrections Center.

- 1.15. MEDICAL WASTE REMOVAL.** QCHC will be responsible for medical waste removal services at the CORRECTIONS CENTER and JDC consistent with all applicable laws.
- 1.16. MEETINGS.** Upon request, QCHC representatives will meet, in accordance with a schedule agreed to by the SHERIFF or COUNTY and QCHC, with the SHERIFF or COUNTY, or their designees concerning procedures within the CORRECTIONS

CENTER and JDC, any proposed changes in health-related procedures, or other matters which either party deems necessary.

1.17. OFFICE SUPPLIES. QCHC will be responsible for providing office supplies, which may include paper, pens, charts, folders, staplers, and calendars, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will have access to, and use of, desks, chairs, refrigerators, lamps, machinery, fax machines, computers, printers, or other office-equipment located in the CORRECTION CENTER's and the JDC's medical unit at the beginning of the term of this AGREEMENT.

1.18. OFF-SITE AND/OR SPECIALTY SERVICES. When off-site and/or hospital care is required for medical reasons, QCHC will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental services, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for INMATES/DETAINEES and JUVENILES, in accordance with the SHERIFF's and COUNTY's policies and procedures, and in coordination with the COUNTY'S off-site care coordinator and/or third party administrator. QCHC will not be financially responsible for any costs associated with off-site care and/or SPECIALTY SERVICES.

1.18.1. OFF-SITE CLAIMS MANAGEMENT. OFF-SITE CLAIMS MANAGEMENT. QCHC will negotiate with providers for reduced rates for off-site services rendered to inmates and shall charge the COUNTY a twenty (20) percent administrative fee on any reduction below the provider's standard charges for services, that is the difference between full charges for services rendered and the charges actually paid by the COUNTY after the discount. COUNTY and SHERIFF shall have access to all off-site bills and discounted amounts/reduced rates shall be transparent on all invoices from QCHC to COUNTY.

1.19. CHRONIC CARE CLINICS. QCHC will establish a plan for the identification, treatment and monitoring of INMATES/DETAINEES and JUVENILES with chronic illnesses and special healthcare needs. QCHC will be required to continue "chronic care clinics" for those INMATES/DETAINEES and JUVENILES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). QCHC has defined a chronic health problem as an illness which is either ongoing or recurring. To provide an effective and efficient healthcare delivery system for chronically ill patients, QCHC identifies the number of INMATES/DETAINEES and JUVENILES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these INMATES/DETAINEES and JUVENILES which includes: instructions regarding medications; the type and frequency of laboratory; other diagnostic testing; frequencies of follow up for reevaluation of the INMATE/DETAINEE's and JUVENILE's condition; and adjustment of the treatment plan as needed. Chronic care clinics are established to enable INMATES/DETAINEES and JUVENILES to have scheduled visits to QCHC independent of any sick call requests.

- 1.20. ON-SITE and OFF-SITE TESTING.** QCHC will provide for INMATE/DETAINEES and JUVENILES on-site laboratory testing, which shall include, but not be limited to, drug screens, finger-stick blood sugar and urine dipstick for pregnancy and/or infection. QCHC will also provide TB skin tests for INMATES/DETAINEES and JUVENILES as directed by the SHERIFF/COUNTY.
- 1.21. OPTICAL CARE.** QCHC will not be financially responsible for the provision or costs of optical care, eyeglasses, and/or optical supplies.
- 1.22. OTHER EXPENSES.** QCHC will neither be responsible for the performance nor payment of any services which are not specifically contained in this AGREEMENT.
- 1.23. PHARMACEUTICALS.** QCHC will provide pharmaceutical management, administration, distribution, and policies, and shall provide all medications required for the provision of adequate medical services, through the use of a pharmacy vendor suitable to the COUNTY/SHERIFF/CORRECTIONS CENTER/JDC. QCHC personnel shall administer pharmaceutical medications to INMATES/DETAINEES and JUVENILES during pre-determined “pill calls” and/or medication rounds that occur while QCHC personnel are on-site.
- 1.24. PHYSICAL EXAMINATIONS FOR INMATE WORKERS.** QCHC will provide basic physical examinations for potential INMATE/DETAINEE and JUVENILE workers to ensure the INMATES/DETAINEES and JUVENILES are physically capable of performing assigned work duties.
- 1.25. PROSTHETICS.** QCHC will not be responsible for providing prosthetics and/or prosthetic supplies.
- 1.26. INMATES/DETAINEES/JUVENILES.** The health care services contracted in the AGREEMENT are intended only for those INMATES/DETAINEES and JUVENILES in the actual physical custody of the CORRECTIONS CENTER or the JDC, after being medically stabilized and committed to the CORRECTIONS CENTER and JDC. No other person(s) shall be the responsibility of QCHC. QCHC shall not be responsible for providing healthcare services of any kind for or on behalf of employees or staff of the COUNTY, SHERIFF’s Department or CORRECTIONS CENTER or JDC, except for emergency care as described in Section 1.8. INMATES/DETAINEES or JUVENILES, for example, on any sort of temporary release or escape, including, but not limited to those temporarily released for the purpose of attending funerals or other family emergencies, those on escape status, those on pass, parole or supervised custody who do not sleep in the CORRECTIONS CENTER or JDC at night, shall not be included in the daily population count, and shall not be the responsibility of QCHC with respect to the payment or the furnishing of their health care services. Persons in the physical custody of other police or other penal jurisdictions at the request of COUNTY/SHERIFF are likewise excluded from the population count and are not the responsibility of QCHC for the furnishing or payment of health care services. Medical care rendered within the CORRECTIONS CENTER to INMATES/DETAINEES and within the JDC to

JUVENILES from jurisdictions other than COUNTY and housed in the CORRECTIONS CENTER or JDC pursuant to agreements between COUNTY and such other jurisdictions, or by statute, or otherwise, will be the responsibility of QCHC, to the same extent as INMATES/DETAINEES and JUVENILES of the COUNTY.

- 1.27. SHERIFF'S POLICIES AND PROCEDURES.** QCHC will operate within the requirements of the SHERIFF's/COUNTY's policies and procedures which are directly related to the provision of medical services, as well as other policies and procedures of the SHERIFF or the COUNTY, which may impact the provision of medical services, including policies and procedures related to the safety and security of the CORRECTIONS CENTER or the JDC. Such policies and procedures may change from time to time; if so, QCHC will be promptly notified and will operate within all policies, procedures and modifications thereof.
- 1.28. BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE.** QCHC medical staff will not perform body cavity searches nor collect physical evidence (blood, hair, saliva).

ARTICLE 2:
DUTIES AND OBLIGATIONS OF THE SHERIFF

- 2.1 INMATE/DETAINEE AND JUVENILE INFORMATION.** The SHERIFF/COUNTY will provide, as needed, information pertaining to INMATES/DETAINEES and JUVENILES, respectively, that QCHC and the SHERIFF/COUNTY mutually identify as reasonable and necessary for QCHC to adequately perform its obligations to the SHERIFF and the COUNTY.
- 2.2 OFFICE SPACE, EQUIPMENT AND SUPPLIES.** The SHERIFF will provide in the CORRECTIONS CENTER and JDC adequate and sufficient office and exam space for QCHC and its employees and agents to use to carry out the requirements of this AGREEMENT, including but not limited to, office space for QCHC staff, exam space for sick calls, and storage space for equipment, supplies, medications, and medical records, as well as use of SHERIFF or COUNTY-owned office equipment and all necessary utilities, including telephone and fax lines and internet connection, in place at the CORRECTIONS CENTER and JDC healthcare unit. Upon termination of this AGREEMENT, QCHC will return to the SHERIFF/COUNTY possession and control of all SHERIFF or COUNTY-owned office equipment. At such time, the office equipment and supplies will be in good working order, with allowances made for reasonable wear and tear.
- 2.3 RECORD AVAILABILITY.** During this AGREEMENT term, and for a reasonable time thereafter, the SHERIFF/COUNTY will provide QCHC, at QCHC's request, the SHERIFF's/COUNTY's records relating to the provision of healthcare services to INMATES/DETAINEES and JUVENILES as may be reasonably requested by QCHC in connection with an investigation of, or defense of, any claim by a third party related to QCHC's conduct. As QCHC may reasonably request, and consistent with

applicable state and federal laws and the foregoing provision, the SHERIFF/COUNTY will make available to QCHC such records as are maintained by the SHERIFF/COUNTY, hospitals, and other off-site healthcare providers involved in the care or treatment of INMATES/DETAINEES and JUVENILES (to the extent the SHERIFF has any control over those records). Any such information provided by the SHERIFF/COUNTY to QCHC that the SHERIFF/COUNTY considers confidential will be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the SHERIFF/COUNTY. Notwithstanding any provision of this AGREEMENT to the contrary, the SHERIFF's internal affairs investigative records will not be required to be provided to QCHC or any other person or entity (except as may be required by law).

- 2.4 SECURITY.** The SHERIFF and COUNTY maintains responsibility for the physical security of the CORRECTIONS CENTER and the JDC, respectively, and the continuing security of the INMATES/DETAINEES and JUVENILES. QCHC and the SHERIFF/COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of QCHC, as well as for the security of INMATES/DETAINEES, JUVENILES, and staff of the CORRECTIONS CENTER and JDC, consistent with the correctional setting. The SHERIFF/COUNTY, respectively, will provide security sufficient to enable QCHC and its personnel to safely provide the healthcare services described in this AGREEMENT. The Parties hereby acknowledge and agree that the SHERIFF's/COUNTY's responsibility to provide sufficient security to enable QCHC and its personnel to provide healthcare services to the INMATES/DETAINEES/JUVENILES is a material term of this AGREEMENT, and that any breach thereof will automatically trigger QCHC's termination rights under Section 4.3.1 of this AGREEMENT. The SHERIFF/COUNTY may screen QCHC's proposed staff to ensure that they will not constitute a security risk. The SHERIFF will have final approval of QCHC's employees regarding security/background clearance and access to the CORRECTIONS CENTER and the COUNTY will likewise have final approval for the JDC.

ARTICLE 3: **COMPENSATION/ADJUSTMENTS**

- 3.1 COMPENSATION.** The COUNTY will reimburse QCHC for the direct costs of all services provided to INMATES/DETAINEES of the CORRECTIONS CENTER and JUVENILES at the JDC under this AGREEMENT, including, but not limited to, labor costs, medical and office supplies, non-durable/disposable equipment, durable equipment (pursuant to Section 1.6), service and repairs on equipment, medications, x-ray costs, laboratory costs, on-site dental services, drugs, pharmacy, wages and salaries, benefits costs, payroll taxes, insurance costs directly attributable to personnel and/or services at the CORRECTIONS CENTER and JDC, sales/use taxes or other taxes on supplies, equipment, medications, or other items used at the CORRECTIONS CENTER and JDC, and any other costs attributable to the provision of services under this AGREEMENT. A list of costs and charges to be invoiced to the COUNTY, under the terms of this AGREEMENT,

is included as APPENDIX B to this AGREEMENT, which may be amended from time to time by mutual consent of the parties.

3.1.1 The annual cost estimate to provide services at the CORRECTIONS CENTER and JDC as set forth in Appendix A is \$1,600,000.00.

3.1.2 Over and above the direct costs to be reimbursed to QCHC by the County, QCHC shall charge a fifteen percent (15%) “administrative fee”, representing such overhead, indirect expenses, support services, and other administrative costs, which cannot be captured through reimbursement for direct costs, on the first \$1,600,00.00 annual cost estimate.

3.1.3 In no event shall the COUNTY pay more than \$240,000.00 in administrative fees in a given contract year, such an amount being defined as the administrative fee (charged at 15%) on the annual cost estimate. Should annual direct costs exceed the annual cost estimate in a given contract year, such excess costs will continue to be reimbursed to QCHC by the COUNTY, but no administrative fees shall be charged on the excess costs. The annual cost estimate amount is based on an Average Daily Population (“ADP”) of 622 INMATES/DETAINEES in the CORRECTIONS CENTER and JDC (the “base ADP”).

3.2 **MONTHLY PAYMENTS.** QCHC will bill the COUNTY prior to the month in which services are to be rendered, in a fixed amount set at one-twelfth (1/12) of the sum of: (1) the annual cost estimate of \$1,600,000.00 plus (2) the anticipated administrative fees on the annual cost estimate, which is capped at \$240,000.00 per year, that is 1/12 of \$1,840,000.00, which equals \$153,333.33 due to QCHC each month. COUNTY agrees to pay Provider prior to the tenth (10th) day of each month. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to QCHC will be pro-rated accordingly for the shortened month.

3.3 **QUARTERLY RECONCILIATION.** Each quarter, QCHC shall present to the COUNTY an invoice for all costs incurred pursuant to this AGREEMENT, such costs being described in Section 3.1 and APPENDIX B, with supporting documentation, plus the administrative fee. If the total amount of the quarterly invoice to the COUNTY exceeds the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then the COUNTY shall pay the difference to QCHC within thirty (30) days. If the total amount of the quarterly invoice is less than the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then QCHC shall carry a credit for the difference into the next quarter, which shall then be applied to any amount owed by the COUNTY to QCHC in succeeding quarters, until such credit be reduced to zero. If this Agreement ends or is terminated in accordance with the terms of this Agreement, any outstanding credit shall be paid to the COUNTY within sixty (60) days from the date of termination.

3.4 COMPENSATION FOR OFF-SITE CLAIMS MANAGEMENT SERVICES.

Consistent with the provisions of Section 1.18.1 of this AGREEMENT, QCHC shall arrange and coordinate such off-site healthcare service as are appropriate for INMATES/DETAINEES of the CORRECTIONS CENTER and JUVENILES of the JDC and shall negotiate with off-site providers for reduced rates for off-site services, manage and process off-site medical bills and claims, and adjust for discounts. QCHC shall invoice COUNTY monthly for the twenty (20) percent administrative fee on the savings achieved through QCHC's efforts.

ARTICLE 4:
TERM AND TERMINATION

4.1 TERM. The term of this AGREEMENT will be for three (3) years from October 1, 2019 at 12:01 A.M. through September 30, 2022 at 11:59 P.M.

4.2 ANNUAL RENEWALS. At the end of the above-stated three (3) year term, this AGREEMENT will be renewable for successive one (1) year terms, subject to potential adjustments to the annual cost estimate set forth in Section 3.1, if both parties agree to the renewal in writing.

4.3 TERMINATION.

4.3.1 TERMINATION FOR CAUSE. In the event that either party fails to comply with any section or part of this AGREEMENT, the other party may terminate this AGREEMENT after providing notice of the failure to comply and a twenty (20) day opportunity to cure. The COUNTY will pay for services rendered up to and including the point of termination but will not pay any penalty.

4.3.2 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or QCHC may, without prejudice to any other rights they may have, terminate this AGREEMENT for their convenience and without cause, by giving thirty (30) days advance written notice to the other party. The parties may mutually agree to shorten or lengthen the required notice period under this provision.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

5.1 AMENDMENTS. This AGREEMENT may be amended at any time only with the written consent of both parties.

5.2 ASSIGNMENT. QCHC will not assign in whole or in part this AGREEMENT, other than to an entity related or affiliated with QCHC (e.g. a "parent," "sibling," or "subsidiary" entity of QCHC) without the prior written consent of the SHERIFF and COUNTY. QCHC will not assign any money due or to become due under this AGREEMENT without the prior written consent of the SHERIFF and COUNTY.

- 5.3 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The COUNTY and QCHC agree that they will not require performance of any QCHC or SHERIFF employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.
- 5.4 COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.
- 5.5 ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.
- 5.6 EXCUSED PERFORMANCE.** In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.7 GOVERNING LAW.** This AGREEMENT will be governed by the laws of the State of Alabama.
- 5.8 HOLD HARMLESS.**
- 5.8.1** QCHC will indemnify and hold harmless the COUNTY, the COUNTY COMMISSION, the SHERIFF, and their Commissioners, agents, servants, and employees from and against any and all claims, actions, lawsuits, losses, damages, or liabilities, including reasonable attorney's fees, caused or necessitated by the negligence of QCHC, its agents, employees, and/or vendors, which is directly related to medical treatment or care provided by QCHC, its agents, employees, and/or vendors, and to provide a defense against any such claim, so long as such claim is timely tendered to QCHC for indemnification and defense.
- 5.8.2** QCHC will not be responsible for any claims arising from actions of the COUNTY, the SHERIFF, or any employee or agent of the CORRECTIONS CENTER who prevents any person from receiving medical care ordered by QCHC's medical staff, employees, agents or independent contractors.

5.8.3 QCHC will not be responsible for claims arising from the sole negligence on the part of the COUNTY, the SHERIFF, or any employee or agent of the CORRECTIONS CENTER in presenting an individual to QCHC's medical staff, employees, agents or independent contractors, if it should have been reasonably known that the individual was in serious need of immediate medical attention.

5.9 INDEPENDENT CONTRACTOR. It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of QCHC are not now, nor will they be deemed to be, employees of the COUNTY or the SHERIFF. The employees of the COUNTY/SHERIFF/JAIL are not now, nor will they be deemed to be, employees of QCHC. QCHC assumes all financial responsibility for the employees of QCHC, such as wages and withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.

5.10 SUBCONTRACTING. In order to discharge the obligations hereunder, QCHC may engage certain healthcare professionals as independent contractors rather than employees. As the relationship between QCHC and these healthcare professionals will be that of independent contractor, QCHC will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these independent professionals. QCHC will not exercise control over the manner or means by which these independent contractors exercise their independent clinical judgment. However, QCHC will exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this AGREEMENT. All terms and conditions of this AGREEMENT will be included in all such subcontracts. For each agent and subcontractor, including all medical professionals, physicians, and nurses performing duties as agents or independent contractors of QCHC under this AGREEMENT, QCHC will provide to the COUNTY, upon request, proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of at least One Million Dollars (\$1,000,000) coverage per occurrence and Three Million Dollars (\$3,000,000) annual aggregate coverage and a worker's compensation policy, if applicable, that meets Alabama state law requirements.

5.11 INSURANCE. QCHC will procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.

5.11.1 Commercial General Liability Insurance Policy with limits of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit of Three Million Dollars (\$3,000,000). For purposes of this paragraph, limits of any umbrella insurance policy will count toward the aggregate limits of the Commercial General Liability Policy.

5.11.2 Professional Liability Insurance with limits per claim of Three Million Dollars (\$3,000,000) and an annual aggregate of Five Million Dollars (\$5,000,000).

5.11.3 Workers' Compensation Insurance, covering all of QCHC's employees working in the CORRECTIONS CENTER and JDC, and meeting all of the requirements of Alabama state law.

5.12 CERTIFICATE OF INSURANCE. QCHC agrees to name the COUNTY as an additional insured under the insurance policies listed in Section 5.11, and to provide the COUNTY with a Certificate of Insurance evidencing the terms of the insurance coverage and policy limits.

5.13 EQUAL EMPLOYMENT OPPORTUNITY. QCHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran status, or disability unrelated to a bona fide occupational qualification of the position, or any other protected category or characteristic protected by law.

5.14 NOTICES. All notices to the SHERIFF and/or the COUNTY will be addressed to:

Baldwin County Sheriff's Office
310 Hand Avenue
Bay Minette, Alabama 36507

Baldwin County Commission
322 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

All notices to QCHC will be addressed to:

Quality Correctional Health Care
Attn: Dr. Johnny Edward Bates
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242

5.15 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which the COUNTY is a party and which relate to the provision of healthcare to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

5.16 SEVERABILITY. In the event any part of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this AGREEMENT, which will remain in full force and effect and be enforceable in accordance with its terms.

5.17 WAIVER OF BREACH. The waiver of either party of a breach or violation of any part of this AGREEMENT will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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FOR BALDWIN COUNTY, ALABAMA

ATTEST:

By: _____
Its: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of the BALDWIN COUNTY COMMISSION, is signed to the foregoing Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, executed the same voluntarily for and as the act of said Baldwin County, on the day the same bears date.

Given under my hand this _____ day of _____ 2019.

Notary Public: _____

My Commission Expires: _____

FOR SHERIFF HUEY HOSS MACK

Huey Hoss Mack, Sheriff of Baldwin County, Alabama

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that HUEY HOSS MACK, whose name as SHERIFF OF BALDWIN COUNTY, ALABAMA, is signed to the foregoing Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the AGREEMENT, executed the same voluntarily and in his official capacity, on the day the same bears date.

Given under my hand this _____ day of _____ 2019.

Notary Public: _____

My Commission Expires: _____

FOR QCHC OF ALABAMA, INC.

By: Johnny E. Bates, MD
Its: President and CEO

STATE OF ALABAMA)
_____ **COUNTY**)

I, the undersigned Notary Public in and for said County and State, hereby certify that JOHNNY E. BATES, MD, whose name as PRESIDENT AND CEO of QCHC OF ALABAMA, INC., is signed to the foregoing Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, executed the same voluntarily for and as the act of QCHC OF ALABAMA, INC., on the day the same bears date.

Given under my hand this _____ day of _____ 2019.

Notary Public: _____

My Commission Expires: _____

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APPENDIX A

Baldwin County Corrections Center

Proposed Staffing

Nursing coverage 24 hours per day, 7 days per week

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	FTE
RN Site-Administrator		8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m..		1.0
CMA Medical Records Clerk		8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m..		1.0
RN Booking Days	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	2.1
RN Booking Nights	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	2.1
LPN Days	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	2.1
LPN Days	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	2.1
LPN Nights	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	2.1
LPN Nights	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	7:00 p.m. - 7:30 a.m.	2.1
Full-time Mental health professional		8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m..		1.0
Part-time Mental health professional	16 hours per week							.4

Dentist	8 hours per month							
Dental hygienist	6 hours per week							
Physician	One visit per week with 24/7 call							

Baldwin County Juvenile Facility
Proposed Staffing

Licensed Practical Nurse coverage 8 hours per day, 5 days per week

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Licensed Practical Nurse		8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m.	8:00 a.m. - 4:30 p.m..	
Registered Nurse	On-site as needed for physical assessments						
Physician	On-site as needed; 24/7 call coverage via telephone						

APPENDIX B

DIRECT COSTS TO QCHC TO BE REIMBURSED BY THE COUNTY PURSUANT TO SECTION 3.1 OF THIS AGREEMENT

Labor Costs, to include:

- Gross wages, salaries, and compensation paid to QCHC employees, agents, and independent contractors for time worked and/or duties performed at the Baldwin County Corrections Center and JDC, to include all physicians, nurses, nurse practitioners, mental health professionals, dental professionals, and support staff working in the Baldwin County Corrections Center and JDC.
- The Employer's portion of benefit costs incurred on QCHC employees working in the Baldwin County Corrections Center and JDC

- Employer's portion of any payroll tax costs incurred on QCHC employees working in the Baldwin County Corrections Center and JDC, to the extent such costs are not already included in the gross wage
- Premiums paid by employer on workers' compensation coverage for QCHC employees working in the Baldwin County Corrections Center and JDC

Pharmacy/Medication Costs, to include:

- Costs of all prescription medications for, or kept on-site for use by, inmates/detainees/juveniles of the Baldwin County Corrections Center and JDC
- Costs of all over-the-counter medications for, or kept on-site for use by, inmates/detainees/juveniles of the Baldwin County Corrections Center and JDC
- Any taxes or shipping costs

Medical Supplies, to include:

- Costs of all disposable, one-time use medical supplies for, or kept on-site for use by, inmates/detainees/juveniles of the Baldwin County Corrections Center and JDC
- Any taxes or shipping costs

Radiology Costs, to include:

- Costs incurred by QCHC for radiological services (x-rays, ultrasounds, etc.) performed inside the Baldwin County Corrections Center for inmates/detainees of the Baldwin County Corrections Center and Juveniles inside the JDC, whether using County equipment or through a mobile radiology service, to include the cost of reading the x-ray or ultrasound

Lab Costs, to include:

- Costs of all on-site laboratory services performed for inmates/detainees/juveniles of the Baldwin County Corrections Center and JDC, including shipping and supply costs

Waste Removal, to include:

- Fees charged by a professional medical waste removal service, including any taxes

Medical Equipment, to include:

- Costs of all equipment, to include costs for maintenance and service, used inside the Baldwin County Corrections Center and JDC for the provision of healthcare services to the inmates/detainees/juveniles of the Baldwin County Corrections Center and JDC, with a per unit/item cost of less than \$500, to the extent that such equipment, maintenance, and repair is not provided by the County
- Costs of all equipment, to include costs for maintenance and service, used inside the Baldwin County Corrections Center for the provision of healthcare services to the inmates/detainees/juveniles of the Baldwin County Corrections Center and JDC, with a per unit/item cost of greater than \$500, to the extent that such equipment, maintenance, and repair is not provided by the County, and to the extent that the County agrees in advance to the purchase of such equipment, and the terms thereof
- Any taxes or shipping fees

Office Supplies and Equipment, to include:

- Costs of all office supplies used by QCHC employees, agents, and independent contractors in the Baldwin County Corrections Center and JDC related to the provision of healthcare to inmates/detainees/juveniles of the Baldwin County Corrections Center and JDC
- Costs of all office equipment, such as desks, chairs, lamps, tables, computers, printers, fax machines, scanners, etc., to include costs of maintenance and repair, used by QCHC employees, agents, and independent contractors in the Baldwin County Corrections Center and JDC related to the provision of healthcare to inmates/detainees of the Baldwin County Corrections Center and JDC, to the extent such equipment is not provided by the County, and with the additional stipulation that the County must agree in advance to all office equipment purchases of greater than \$500 per unit/item
- Costs of all office utilities and services inside the Baldwin County Corrections Center and JDC, to include any and all utility bills (water, electricity, etc.), and costs of phone lines, fax lines and internet connections, to the extent such are not provided by the County
- Any taxes or shipping fees

Professional Liability Insurance, to include:

- Any premium costs attributable on a per capita basis specifically for the inmate/detainee population of the Baldwin County Corrections Center and JDC
- Attorneys' fees, up to the policy deductible/retention amount, for lawsuits arising directly from QCHC services provided at the Baldwin County Corrections Center and JDC

Electronic Medical Records (EMR) System, to include:

- Costs to maintain the existing EMR system at the Baldwin County Corrections Center.

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Baldwin County Commission

Agenda Action Form

File #: 19-2138, **Version:** 1

Item #: BD5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Ronald J. Cink, Budget Director

Submitted by: Loren B. Lucas, Audit Compliance Officer

ITEM TITLE

Amendments to Baldwin County Commission Policy #8.16 - Taxpayer Installment Agreement/Payment Plan Agreement

STAFF RECOMMENDATION

Adopt the revised Baldwin County Commission Policy #8.16 - Taxpayer Installment Agreement/Payment Plan Agreement and update said policy in the Baldwin County Commission Policies and Procedures Book.

BACKGROUND INFORMATION

Previous Commission action/date: April 18, 2006; October 15, 2013, Policy #8.16 was adopted.

Background: Baldwin County Commission Policy #8.16 - Taxpayer Installment Agreement/Payment Plan Agreement was adopted during the Baldwin County Commission meeting held on April 18, 2006, Agenda Item E7, and was amended during the Baldwin County Commission meeting held on October 15, 2013, more specifically Agenda Item BD2.

A summary of the proposed amendments are as follows:

1. Baldwin County Commission Policy #8.16

- Updated to give the Budget Director rather than the Clerk/Treasurer authority to approve, alter, terminate, extend, etc. installment agreements
- Provides further explanation of the process preceding an installment agreement as well as the lien procedure following the execution of an installment agreement

2. Taxpayer Installment Agreement

- Updated to give the Budget Director rather than the Clerk/Treasurer authority to approve, alter, terminate, extend, etc. installment agreements
- Updated to explain that the applicable interest rate is determined per Section 40-1-44, Code of Alabama (1975), as amended, which links interest to the underpayment rate established

quarterly by the United States Secretary of the Treasury under the authority of 26 U.S.C. Section 6621

- Updated to list Ronald J. Cink and Wayne Dyess specifically as the Budget Director and County Administrator

3. Attachment A

- Updated to explain that the applicable interest rate is determined per Section 40-1-44, Code of Alabama (1975), as amended, which links interest to the underpayment rate established quarterly by the United States Secretary of the Treasury under the authority of 26 U.S.C. Section 6621

4. Attachment B

- NO REVISIONS

5. Taxpayers Bill of Rights

- NO REVISIONS

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- Update policy books

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

Cc: Ronald J. Cink, Heather A. Gwynn

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION

POLICY #8.16	
Subject	Taxpayer Installment Agreement/Payment Plan Agreement
Date Adopted	October 1, 2019
Agenda Item	TBD
Obsolete Versions	October 15, 2013 – Agenda Item BD2

POLICY STATEMENT

This policy adopts procedures and guidelines for Baldwin County Sales & Use Tax/License Inspection Department to enter into an agreement (**Taxpayer Installment Agreement**) with a taxpayer who is delinquent. As set forth in §40-2A-4(b)(6), Code of Alabama (1975), as amended, a written agreement will be allowed if the taxpayer is in arrears on a delinquent tax. The term of the agreement should not exceed twelve (12) months, but can be renewed at the discretion of the Budget Director of Baldwin County for succeeding periods not to exceed twelve (12) months.

This agreement may be offered, at the discretion of the Budget Director of Baldwin County, to delinquent taxpayers and/or taxpayers who have been audited for compliance.

Upon the execution of the Taxpayer Installment Agreement between the taxpayer and Baldwin County Sales & Use Tax/License Inspection Department, tax lien(s) shall be recorded with the Judge of Probate office where the business is located in accordance with applicable state law.

PROCEDURAL REQUIREMENT

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

1. Adopt the “Taxpayer Installment Agreement” as allowed under §40-2A-4(b)(6), Code of Alabama, 1975, as amended, to assist taxpayers who are delinquent in taxes collected by the Baldwin County Sales & Use Tax Department/License Inspection Department.

2. Adopt the attachments to “Taxpayer Installment Agreement”:

Attachment A – Delinquency Notice: Shows number of payments, monthly payment amount, additional interest, and final payment amount, etc.

Attachment B – Collection Information Statement: To be completed by taxpayer.

3. Taxpayers that are delinquent in taxes are contacted by the staff either by a phone call, email and/or by preliminary or final assessments issued. If the taxpayer requests assistance and asks for relief, a payment plan may be considered.
4. Under certain circumstances, no payment plan will be considered if the taxpayer makes no contact to pay delinquent taxes, avoids phone calls, does not accept preliminary or final assessments, or if court proceedings have begun.
5. The Budget Director of Baldwin County is hereby authorized to sign Taxpayer Installment Agreements on behalf of the Baldwin County Commission/Baldwin County Sales & Use Tax/License Inspection Department.

FORMS/ATTACHMENTS/EXHIBITS

1. Taxpayer Installment Agreement
2. Attachment A
3. Attachment B
4. §40-2A-4(b)(6) – Taxpayers’ Bill of Rights/Installment Payments

**STATE OF ALABAMA
COUNTY OF BALDWIN**

TAXPAYER INSTALLMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THIS “AGREEMENT” is made by and between _____ Taxpayer Id _____ (hereafter collectively known as the “Taxpayer”) and the Baldwin County Commission, Baldwin County, Alabama, Baldwin County Sales & Use Tax/License Inspection Department (hereafter the “County”).

WITNESSETH:

WHEREAS, Baldwin County is a “Self-Administered County” according to Title 40 of the Code of Alabama (1975) and is, therefore, responsible for the administration of its own sales and use taxes; and

WHEREAS, the County has properly given notice that a certain amount of taxes are due and have not been timely paid by the Taxpayer; and

WHEREAS, the Taxpayer hereby acknowledges their liability for the tax as identified in such delinquency notice; and

WHEREAS, § 40-2A-4(b)(6), Code of Alabama (1975), authorizes the payment of tax installments if there has been a determination that such agreement will facilitate collection of a tax liability; and

WHEREAS, the County has determined that this Agreement with this respective Taxpayer will facilitate the collection of the taxes owed as identified within the delinquency notice (Attachment “A”); and

WHEREAS, the Taxpayer agrees to be bound by the terms found within this Agreement and applicable state laws, rules and regulations.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained within this Agreement between the County and the Taxpayer, the sufficiency whereof is hereby acknowledged, the Parties do hereby agree as follows:

I. Recitals.

The recitals stated above are incorporated herein by reference, as if fully set forth.

II. Taxes Owed.

The Parties agree that the total and correct amount of monies owed for taxes, penalties, and interest are as follows:

Sales Tax	\$
Penalties	\$
Interest	\$
Total Amount Due	\$
*Additional Interest @ _____ % per month of this 12 month agreement	\$
Total Amount Due with Additional Interest for the 12 months of this Agreement	\$

*The applicable interest rate is determined per Section 40-1-44, Code of Alabama (1975), as amended, which links interest to the underpayment rate established quarterly by the United States Secretary of the Treasury under the authority of 26 U.S.C. Section 6621. Interest rate history can be found at <https://revenue.alabama.gov/assessments/quarterly-interest-rates/>

Said total shall be paid according to the installment schedule provided for herein.

III. County's Obligation.

With the exception of filing any liens deemed necessary, the County will temporarily refrain from further enforcement actions against the Taxpayer for the delinquency identified in the Delinquency Notice attached hereto (Attachment A).

In addition, the County will, upon the receipt of full and timely payment in accordance with the terms of this an Agreement, release any liens based upon the subject tax liability paid and satisfied pursuant to this Agreement.

Notwithstanding the statements herein, nothing shall prohibit the County from resuming its enforcement efforts at any time should the Taxpayer refuse to, fail to, or otherwise not abide this Agreement as determined by the Budget Director of Baldwin County.

IV. County Does Not Forfeit its Rights.

Taxpayer understands and agrees that, by refraining from further enforcement action, the County in no way forfeits or waives its rights to collect said tax liability by any and all methods that were available prior to the execution of this Agreement including, without limitation, those rights pursuant to Section 40-2A-4, et seq., Code of Alabama (1975).

Taxpayer further acknowledges and agrees that, as further consideration and inducement to enter into this Agreement, the Taxpayer waives any and all rights to use this Agreement as a defense in any lawsuit or claim involving the underlying tax liability.

V. Agreement Period.

The term of this Agreement is for a period of twelve (12) months. Upon the expiration of this Agreement, all rights of the Taxpayer under this Agreement shall cease, unless this Agreement is renewed for succeeding periods not to exceed 12 months in the discretion of the Budget Director of Baldwin County.

Any and all rights of the County shall continue past the expiration of this Agreement.

VI. Taxpayer's Commitments.

A. The Taxpayer shall remain personally liable for the total amount of monies due and identified herein, and said liability shall continue until such time as the debt is completely satisfied notwithstanding any provision herein.

B. The Taxpayer shall timely pay any and all amounts identified herein that are either currently due, or will become due in the future, based upon the subject tax liability.

C. The Taxpayer will strictly adhere to the following installment schedule while paying the subject tax liability:

Installment	Due Date	Amount (including interest)
1 st payment	Upon the signing this Agreement	\$
2 nd through 11 th Payments	15 th of each month	\$
12 th Payment Balloon Payment due if liability not paid in full	15 th	\$

D. The Taxpayer shall accurately complete a Collection Information Statement (Attachment "B", included herein as if fully set forth). Failure to accurately complete said forms shall void this Agreement and will authorize the County to proceed with collection actions without further notice to the Taxpayer.

E. The Budget Director of Baldwin County shall be entitled to terminate, alter or modify this Agreement for any reason set forth in Section 40-2A-4(b)(6)b.1. through 6., Code of Alabama (1975), as amended.

VII. Form and Timeliness of Payments.

In order to be properly and timely received, the Taxpayer shall:

- A. Make and include the first payment upon the signing of this Agreement; and
- B. **Make all payments either by cash, check or credit card** payable to the order of the **Baldwin County Sales & Use Tax Department**; and
- C. Each and every installment payment made shall be physically received by the County at the address set forth in Section XII below no later than 1:00 p.m. on the designated date of the corresponding installment.

In the event that any payment is not properly or timely received, the County may, without any further notice, immediately proceed to collect any portion of the tax liability identified herein still outstanding by any means currently available and/or existing prior to the execution of this Agreement.

VIII. Additional Warranties.

The Taxpayer hereby warrants that they have full authority to execute this agreement and shall be liable for the same, and furthermore, all attachments and supporting documents are completed accurately and completely.

IX. Balloon Payment.

The Taxpayer understands and agrees that the final payment under this Agreement will be treated as a balloon payment with any outstanding balance payable in full at the end of the Agreement Period.

X. Exhibits and Attachments.

Additional provisions set forth on all attachments as specifically noted herein or otherwise signed by all parties are hereby made a part of this Agreement as if fully set forth and agreed to herein.

XI. Entire Agreement.

This Agreement constitutes the entire agreement between the County and the Taxpayer and supersedes all prior discussions, negotiations and agreements between the Parties, whether oral or written. Each party

waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels unless provided for herein.

XII. Notice.

Any notices to be given under this Agreement shall only be effectuated either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed delivered as of the date of actual receipt, and notices sent by registered or certified mail shall be delivered on date of mailing. Any notices given hereunder shall be delivered only to the following addresses of the Parties:

Taxpayer:

County:

Baldwin County Sales & Use Tax/License Inspection Department
P. O. Box 189
Robertsdale, AL 36567

XIII. Remedies Not Exclusive.

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

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

XV. No Waiver of Default.

No delay or omission of the County to exercise any right, power or duty arising upon the occurrence of any event of default shall impair any such right, power or duty, nor shall it be construed to be a waiver of any such default or acquiescence therein. Every power and remedy given, by this Agreement and Alabama law, to the County shall be exercised from time

to time and as often as may be deemed expedient in the sole discretion of the County or its designee.

XVI. ADDITIONAL PROVISIONS

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

IN WITNESS WHEREOF, the Taxpayer has caused this Agreement to be executed with full authority to do so, and the County has caused the same to be executed by its duly authorized officer and representative.

County

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA
BALDWIN COUNTY SALES & USE
TAX/LICENSE INSPECTION DEPARTMENT

By: _____
Its Duly Authorized Budget Director

Attest:

County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Ronald J. Cink and Wayne Dyess, whose names are signed above as Budget Director and County Administrator of the Baldwin County Commission, respectively, and who are known to me, acknowledged before me on this day, that being informed of the contents of this instrument, executed the same voluntarily on the day the same bears date or behalf of said Baldwin County Commission.

GIVEN under my hand and seal on this the ____ day of _____, 20__.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

Taxpayer

By: _____

By: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name(s) is/are signed above as Taxpayer to the foregoing instrument and who is/are known to me, acknowledged before me on this day, that being informed of the contents of same, he/she/they, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the ____ day of _____, 20__.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

ATTACHMENT "A"

DELINQUENCY NOTICE

The following tax reporting payments are listed as delinquent and become part of this attached TAXPAYER INSTALLMENT AGREEMENT between Baldwin County Sales & Use Tax Department and

_____ Taxpayer Id. _____ dated _____.

The taxpayer further agrees that the following information represents the tax amounts owed to Baldwin County for the periods listed with no examination or audit by the taxing authority. Any misrepresentation by the taxpayer of these numbers will immediately void the TAXPAYER INSTALLMENT AGREEMENT upon which the information below is based and the full balance due at the point of discovery of misrepresentation *SHALL BECOME DUE AND PAYABLE*.

PAYMENT	TOTAL DUE	MONTHLY PAYMENT	NEW TOTAL	*INTEREST RATE	ADDITIONAL INTEREST
1	\$ -	\$ -	\$ -		\$ -
2	\$ -	\$ -	\$ -		\$ -
3	\$ -	\$ -	\$ -		\$ -
4	\$ -	\$ -	\$ -		\$ -
5	\$ -	\$ -	\$ -		\$ -
6	\$ -	\$ -	\$ -		\$ -
7	\$ -	\$ -	\$ -		\$ -
8	\$ -	\$ -	\$ -		\$ -
9	\$ -	\$ -	\$ -		\$ -
10	\$ -	\$ -	\$ -		\$ -
11	\$ -	\$ -	\$ -		\$ -
12	\$ -	\$ -	\$ -		

AMOUNT OF 12TH PAYMENT	\$ -
TOTAL ADDITIONAL INTEREST	\$ -
TOTAL PAID USING PAYMENT PLAN	\$ -

X _____
Taxpayer Signature

*The applicable interest rate is determined per Section 40-1-44, Code of Alabama (1975), as amended, which links interest to the underpayment rate established quarterly by the United States Secretary of the Treasury under the authority of 26 U.S.C. Section 6621. Interest rate history can be found at <https://revenue.alabama.gov/assessments/quarterly-interest-rates/>

Taxpayer _____ Baldwin County Taxpayer Id _____

DBA _____ FEIN _____

Mailing Address _____

City _____ State _____ Zip _____

Physical Address _____

City _____ State _____ Zip _____

Email Address _____

Phone (____) ____ - _____ Cell (____) ____ - _____ Fax (____) ____ - _____

State Tax Account Number(s): Sales _____ Consumer Use _____

Legal Counsel's Name _____ Phone (____) ____ - _____

Accountant's Name _____ Phone (____) ____ - _____

Type of Organization:	Classification of Customers	Sales Method
<input type="checkbox"/> Corporation	<input type="checkbox"/> Ultimate Consumers	<input type="checkbox"/> Store Front
<input type="checkbox"/> LLC**	<input type="checkbox"/> Manufacturers	<input type="checkbox"/> Salesmen in taxing jurisdiction
<input type="checkbox"/> LLP**	<input type="checkbox"/> Wholesalers	<input type="checkbox"/> Salesmen outside taxing jurisdiction
<input type="checkbox"/> Partnership**	<input type="checkbox"/> Retailers	<input type="checkbox"/> Internet
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Contractors	<input type="checkbox"/> Mail Order
	<input type="checkbox"/> Owner/Consumer	<input type="checkbox"/> Other _____

Name _____

Title _____ SSN _____

Physical Address _____

City State Zip

Name _____

Title _____ SSN _____

Physical Address _____

City State Zip

Name _____

Title _____ SSN _____

Physical Address _____

City State Zip



COLLECTION INFORMATION STATEMENT

Nature of Business _____

Date started business operation in Baldwin County _____

Gross Assets \$ _____ Gross Sales \$ _____ Other \$ _____

Location of Accounting Records _____

Does your business have a physical building (or Nexus) within this taxing authority? _____

Does your Legal Entity own property in the State of Alabama?

If yes, type of property: () Real () Personal

Do you lease tangible property for use in your business?

If yes, type of property: () Real () Personal

If yes, indicate nature of property _____

Name of lessor _____

Method of Accounting:

() Cash

() Accrual

() Other _____

Accounting Period:

() Calendar

() Fiscal-List Dates below

Has taxpayer been audited by

*if yes indicate period covered

() IRS _____

() State of ____ - _____

() City of _____ - _____

Name and addresses of all banks in which you have deposited funds from the past six years.

Bank Name	Address	Account Number	Type
-----------	---------	----------------	------

_____	_____	_____	_____
-------	-------	-------	-------

City State Zip

_____	_____	_____	_____
-------	-------	-------	-------

City State Zip

_____	_____	_____	_____
-------	-------	-------	-------

City State Zip

Have you issued annual financial statements for the period under audit? () Yes () No

If yes, attach a copy.

Section 40-2A-4

Taxpayers' bill of rights.

(a) Rights of the taxpayer.

(1) For purposes of this subsection and subsections (c) and (d), the term "department" shall include the Department of Revenue, a self-administered county or municipality, or a private examining or collecting firm, depending on whether the Department of Revenue, a self-administered county or municipality, or private examining or collecting firm is conducting the examination of the taxpayer.

(2) At or before the commencement of an examination of the books and records of a taxpayer, the department shall provide to the taxpayer the current version of Publication 1A. Publication 1A shall provide, in simple and non-technical terms, a statement of the taxpayer's rights. Those rights include the right to be represented during an examination, an explanation of their appeal rights, and the right to know the criteria and procedures used to select taxpayers for an examination.

(3) At or before the issuance of a preliminary assessment, the department shall provide to the taxpayer in simple and non-technical terms:

a. A written description of the basis for the assessment and any penalty asserted with respect to the assessment.

b. A written description of the method by which the taxpayer may request an administrative review of the preliminary assessment.

(4) At or before the issuance of a final assessment, the department shall inform the taxpayer by a written statement of his or her right to appeal to the Alabama Tax Tribunal or to circuit court.

(5) Except in cases involving suspected criminal violations of the tax law or other criminal activity, the department shall conduct an examination of a taxpayer during regular business hours after providing reasonable notice to the taxpayer. A taxpayer who refuses a proposed time for an examination on the grounds that the proposed examination would cause inconvenience or hardship must offer reasonable alternative times and dates for the examination.

(6) At all stages of an examination or the administrative review of the examination, and in any appeal to the Alabama Tax Tribunal, a taxpayer is entitled to be assisted or represented, at his own expense, by an authorized representative. The department shall prescribe a form by which the taxpayer may designate a person to represent him or her in the conduct of any proceedings, including collection proceedings, resulting from actions of the department. In the absence of this form, the department or the Alabama Tax Tribunal may accept such other evidence that a person is the authorized representative of a taxpayer as it considers appropriate. This provision shall not be construed as authorizing the practice of law before the department, Alabama Tax Tribunal, or any court in this state by a person who is not a licensed attorney.

(7) A taxpayer shall be allowed to make an audio recording of any in-person interview with any officer or employee of the department relating to any examination or investigation by the department, provided, however, the taxpayer must give reasonable advance notice to the department of his or her intent to record and the recording shall be at the taxpayer's own expense and with the taxpayer's own equipment. The department shall also be allowed to record any interview if the taxpayer is recording

the interview, or if the department gives the taxpayer reasonable advance notice of its intent to record the interview. The department shall provide the taxpayer with a copy of the recording, but only if the taxpayer provides reimbursement for the cost of the transcript and reproduction of the copy. The cost shall be reasonable as prescribed by regulations issued by the department.

(8) This section shall not apply to criminal investigations or investigations relating to the integrity of any officer or employee of the department.

(b) Department responsibilities generally.

(1) The commissioner shall appoint a Taxpayer Advocate from among the employees of the department. This officer shall receive and review inquiries or complaints concerning matters that have been pending before the department for an unreasonable length of time, or matters where the taxpayer has been unable to obtain a reasonable response after several attempts to communicate with the department employee assigned to the taxpayer's case, or his or her immediate superiors. In addition, this officer shall review and have the authority to waive a penalty for reasonable cause as provided in subsection (h) of Section 40-2A-11, shall promptly review inquiries concerning release of property levied upon, the erroneous filing of liens, the failure to release a lien for good cause, or other matters complained of by a taxpayer or other affected party. The Taxpayer Advocate shall have no authority nor issue any ruling with regard to any taxes collected by or on behalf of a self-administered county or municipality.

a. The Taxpayer Advocate shall, subject to the approval of the commissioner or the assistant commissioner, issue taxpayer assistance orders in the form and manner prescribed herein and by department regulations.

b. Notwithstanding any statute of limitation or other provision in this title, a taxpayer assistance order may declare that any tax, including a final assessment, was erroneously assessed or reported and is not a liability due the state, or that a petition for refund was erroneously denied by the department.

c. A taxpayer assistance order shall grant relief as deemed appropriate, including the voiding of any erroneously issued final assessment for a tax which was not a debt due the state, granting of any refund due the taxpayer, or abating an assessment of interest that has accrued because of undue delay by department personnel.

d. At the request of the Alabama Tax Tribunal, the taxpayer advocate shall review a final order issued by the Alabama Tax Tribunal that was not appealed pursuant to Section 40-2B-2, if there is newly discovered evidence which by due diligence could not have been discovered in time to file an application for rehearing pursuant to Section 40-2B-2, and may propose relief as the taxpayer advocate deems appropriate and approved by the commissioner or the assistant commissioner.

e. All taxpayer assistance orders shall be dated and signed by the Taxpayer Advocate and approved either by the commissioner or the assistant commissioner, and shall state the underlying facts, the reasons for granting relief, and the relief granted. Any taxpayer assistance order may, for good cause, be modified or rescinded in writing by the Taxpayer Advocate and either the commissioner or the assistant commissioner.

f. The Taxpayer Advocate shall have full access to department personnel, books, and records subject, however, to the confidentiality restrictions imposed by this chapter.

g. Taxpayer assistance orders shall not be subject to the confidentiality provisions of this title, and shall be maintained by the secretary of the department and shall be open to review upon written request. The Taxpayer Advocate shall have no authority nor issue any ruling with regard to any taxes collected by or on behalf of a self-administered county or municipality.

h. The commissioner shall make an annual report to the Legislature of all taxpayer assistance orders approved in accordance with the provisions of this section and Sections 40-2A-2 and 40-2A-3. Such report shall contain the total amount of relief granted and the types of taxes for which relief was granted.

(2) The department shall maintain a continuing education program to train employees of the department and to provide them with a current knowledge of state and applicable federal tax laws.

(3) In addition to any other information provided by law, the commissioner shall include in the department's annual report information about the number or kind of audits or assessments conducted in the year covered by the report.

(4) The department shall not use the amounts of taxes assessed by an employee of the department as:

a. The basis of a production quota system for employees; or

b. The basis for evaluating an employee's performance.

(5) The department shall establish procedures for monitoring the performance of department employees which may include the use of evaluations obtained from taxpayers.

(6) INSTALLMENT PAYMENTS.

a. The commissioner is authorized to enter into written agreements to allow any taxpayer to pay any tax in installment payments if the commissioner determines that such agreement will facilitate collection of such tax. Notwithstanding the preceding sentence, such agreements shall be entered into only regarding a tax that has been finally assessed by the department and not appealed, and such agreements shall not extend for a period exceeding 12 months, provided, that any such agreement may be renewed at the discretion of the commissioner for succeeding periods not to exceed 12 months. The commissioner shall only be authorized to enter such an agreement with regard to a tax administered or collected by the department.

b. The commissioner may terminate, alter, or modify any agreement entered into hereunder if:

1. Information provided by the taxpayer to the commissioner prior to the date of such agreement was inaccurate or incomplete;

2. The taxpayer fails to pay any installment at the time such installment payment is due under such agreement;

3. The taxpayer fails to pay any other tax liability due the department at the time such liability is due, unless the taxpayer has appealed such other liability pursuant to the terms of this chapter;

4. The financial condition of the taxpayer has significantly changed;

5. The taxpayer fails to provide a financial condition update as requested by the commissioner; or

6. The commissioner believes that collection of any tax to which an agreement under this provision relates is in jeopardy.

c. The commissioner shall have sole authority or discretion to enter into or amend, modify, or terminate any installment payment agreement provided for herein. The commissioner shall promulgate regulations necessary for the implementation of this provision.

d. Any self-administered county or municipality shall have the same authority as provided to the commissioner by this subdivision relating to installment payments with respect to taxes administered or collected by the self-administered county or municipality.

(c) Department failure to comply with this section. The failure of the department to comply with any provision of this section shall not prohibit the department from assessing any tax as provided in this chapter, nor excuse the taxpayer from timely complying with any time limitations under this chapter. However, if the department fails to substantially comply with the provisions of this section, the commissioner shall, upon application by the taxpayer or other good cause shown, abate any penalties otherwise arising from the examination or assessment.

(d) Abatement of penalty. The department shall abate any penalty attributable to erroneous written advice furnished to a taxpayer by an employee of the department. However, this section shall apply only if the department employee provided the written advice in good faith while acting in his or her official capacity, the written advice was reasonably relied on by the taxpayer and was in response to a specific written request of the taxpayer, and the penalty did not result from the taxpayer's failure to provide adequate or accurate information.

(Acts 1992, No. 92-186, p. 349, §3; Act 2000-233, p. 368, §1; Act 2014-146, p. 378, §3.)



Baldwin County Commission

Agenda Action Form

File #: 19-2121, **Version:** 1

Item #: BG1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Brian Peacock, CIS Director and Zach Hood, EMA Director

Submitted by: David Wessler, CIS Business Manager

ITEM TITLE

Transfer a 2011 Ford F-250 Super Duty Pickup Truck from Communications Information Systems Department to Emergency Management Agency

STAFF RECOMMENDATION

Take the following actions:

1. Approve Communications and Information Systems (CIS), through the Clerk Treasurer, to transfer the following pickup truck to Emergency Management Agency (EMA) at no charge:

Vehicle #66771

2011 Ford F250 Super Duty pickup truck

Condition - Very Good

VIN #1FT7W2BT4BEB66771

Tag #42942 CO

Mileage as of 9/2019 - 27,879

Date of Transfer - 09/05/2019

2. Authorize the Chairman to execute the Fixed Asset Change Form.

BACKGROUND INFORMATION

Previous Commission action/date: September 20, 2016

Background: 09/20/2016 - Item BD2 approved the transfer of a 2011 Ford F250 Pickup Truck (VIN #1FT7W2BT4BEB66771) from Emergency Management Agency (EMA) to the Communications and Information Systems (CIS) Department at no charge and authorized the Chairman to execute the Fixed Asset Change Form.

When this truck was transferred to CIS, a substantial vehicle with four-wheel-drive capability was desirable for use by the Radio Administrator to be able to access radio tower sites in remote locations. However, after the truck was transferred to CIS, the Radio Administrator position became vacant and has not been filled. Because the duties of the Radio

Administrator position are presently handled by contract personnel who are not authorized to operate County vehicles, the CIS Department is no longer in need of the vehicle. The Emergency Management Agency has identified a need for the truck; therefore, it is recommended that it be transferred back to EMA at no charge.

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:

David Wessler, CIS Business Manager - Have Fixed Asset Form signed by both parties

John Marino, Chief Compliance Officer - Transfer fixed asset from CIS to EMA

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

Additional instructions/notes: N/A

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 9/5/2019
Fixed Asset: Tag # 8198 Year: 2011
Model: FORD F-250
S/N: 1FT7W2BTABEB66771
Tag #: 42942 CD
Mileage: 27,879.1
Value: \$ 21,647

Subject to Commission approval, the fixed asset above of the

CIS Department will be:

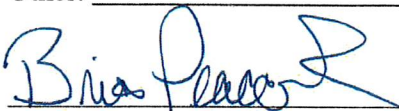
Transferred to: EMA

Sold to: _____

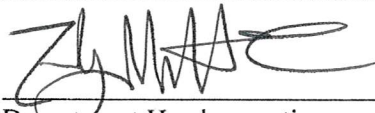
Stored at/for: _____

Scrapped because: _____

Other: _____



Department Head relinquishing
Fixed asset item



Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date Approved





Baldwin County Commission

Agenda Action Form

File #: 19-2120, **Version:** 1

Item #: B11

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Teddy J. Faust, Revenue Commissioner

Submitted by: Susan Hill, Chief Administrative Assistant

ITEM TITLE

Renewal of IncomeWorks Software License Agreement

STAFF RECOMMENDATION

Approve the renewal of the IncomeWorks License Agreement between Assessment Advisors, LLC and Baldwin County Commission, to provide the Baldwin County Revenue Commission with an income based local-market-specific commercial real estate evaluation model designed specifically to bring consistency and equity to the assessment of commercial, industrial, lodging, multi-family, office, and retail properties.

This Agreement shall be for a term of one (1) year, to commence on January 1, 2020, and terminate on December 31, 2020, per Renewal Amendment. The renewal fee of \$29,000.00 was invoiced to Licensee September 4, 2019. Payment received in October 2019 will ensure release prior to the December 31, 2019 expiration date of the current term.

BACKGROUND INFORMATION

Previous Commission action/date: October 2, 2018

Background: The Commission has approved an annual Software License Agreement with Assessment Advisors, LLC since 2013.

IncomeWorks is a product and a process that collects and analyzes local lease practices and data, which can be customized for Baldwin County, Alabama. This allows the income approach to be utilized in valuing income producing properties. The initial Agreement, between Assessment Advisors, LLC and the Baldwin County Commission was approved on April 16, 2013 and has continued on an annual basis.

FINANCIAL IMPACT

Total cost of recommendation: \$29,000.00

Budget line item(s) to be used: 51810.5235

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

LEGAL IMPACT

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

Reviewed/approved by: David Conner, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 2019 License Fee to be paid (Invoice #1950) following approval.

Individual(s) responsible for follow up: Accounting: Pay \$29,000.00 2019 License Fee

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

Administration Staff: Get Renewal Amendment, to IncomeWorks Software License Agreement, fully executed by the Chairman and send to:

Linda Pedalino, MAI, Co-Founder & President
Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, Illinois 60045

Cc: Walt Lindsey, Chief Appraiser
Teddy J. Faust, Jr., Revenue Commissioner

Additional instructions/notes:

RENEWAL AMENDMENT TO INCOMeworks SOFTWARE LICENSE AGREEMENT

Assessment Advisors, LLC and Baldwin County, Alabama, by and through the Baldwin County Commission ("Licensee") hereby agree to amend Section 7 and Section 8a of the IncomeWorks Software License Agreement ("Agreement"), effective May 1, 2013, as follows:

1. Notwithstanding anything contrary in the Agreement, Licensee will renew the Agreement as set forth in this Amendment.
2. This Amendment constitutes renewal of the Agreement for a one year term, for the period of January 1, 2020 to December 31, 2020.
3. Renewal Data Release Year: IncomeWorks 2019, results as-of October 1, 2019.
4. Licensee will pay Assessment Advisors a license fee, for the one year renewal term set forth above, of Twenty-Nine Thousand Dollars [\$29,000] detailed as follows:

Prior Year Base License Fee	\$ 29,000
5% Increase per Agreement	+ 1,450
Courtesy Discount	- 1,450
IncomeWorks 2019 Renewal Fee	\$ 29,000

5. The renewal fee was invoiced to Licensee September 4, 2019 to allow 30 days for payment processing and 60 days for Assessment Advisors to complete research for the renewal release. Assessment Advisors will commence work upon receipt of payment. Payment received in October 2019 will ensure release prior to the December 31, 2019 expiration date of the current term.
6. On the release date for IncomeWorks 2019 (during December 2019, if renewal fee is received in October 2019) Assessment Advisors will email notification to Licensee's Authorized Users.
7. No other changes are made to the License Agreement and all other terms and conditions of the License Agreement remain in full force and effect.

ACCEPTED AND AGREED:

Assessment Advisors

Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

By: _____

Linda Pedalino, MAI
Co-Founder & President

Licensee

Name of Licensee

Street Address

City, ST, zip

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____



Baldwin County Commission

Agenda Action Form

File #: 19-2148, **Version:** 1

Item #: BK1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Allison M. Owens, Office Manager

ITEM TITLE

Approval of Renewal Application for Certificate of Exception from Garbage Pick-Up

STAFF RECOMMENDATION

As authorized by Section 22-27-3 of the Code of Alabama 1975, and without limitation, approve the Application for Certificate of Exception from Garbage Pick-Up as permitted by, and applicable to, as follows:

1. Approve the Application for Certificate of Exception from Garbage Pick-Up for a period not to exceed one (1) year commencing September 5, 2019:

Bruce Armstead
39910 Bertha Cleveland Road South
Bay Minette, Alabama 36507
(Application Receipt No. 1167)

BACKGROUND INFORMATION

Previous Commission action/date: February 19, 2019

Background: Mr. Bruce Armstead of 39910 Bertha Cleveland Road South, Bay Minette, Alabama, a resident of unincorporated Baldwin County, has requested approval to haul his own household solid waste from his residence to the Baldwin County Transfer Station located in Bay Minette, Alabama.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Terri Graham, Development and Environmental Director, to follow up with:

Ms. Camilla English Environmental Supervisor
Baldwin County Health Department
P.O. Box 369
Robertsdale, Alabama 36567
Email: camilla.english@adph.state.al.us

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

Additional instructions/notes: N/A

9-3-2019
643 \$10.00
1167 B.M.

APPLICATION FOR A CERTIFICATE OF EXCEPTION

For Department Use Only



ALABAMA DEPARTMENT
OF PUBLIC HEALTH

Baldwin

County Health Dept.

Co. Health Dept. I.D. No.

9/5/19

Date Received

Date Permit Issued

To Be Completed and Signed by the Applicant

PLEASE PRINT OR TYPE

Name of Applicant: BRUCE ARMSTEAD Phone No. 251-490-3982

Address: 39910 BERTHA CLEVELAND RD S.
BAY MINETTE, ALA

Directions to Property: OFF 225 ON BERTHA CLEVELAND RD.

No. Persons Living at Residence 3

Is house-to-house (curbside) pickup service available to you?

Yes ☒

No ☐

Is a roadside container available to you?

Yes ☒

No ☐

Select the option you wish to use.

OPTION 1.

☒ I will store my garbage in a fly-tight container and transport my own garbage and rubbish in a manner approved by the health department. I will transport my solid waste containing garbage in such a manner as not to litter the highway or create a public health hazard, and only during the set hours when the transfer station, sanitary landfill or other approved site is open. I agree to furnish to the County Health Department receipts secured from the disposal facility operator as evidence of proper disposal when requested. I will transport my solid waste containing garbage to:

☐ Sanitary Landfill (enter name and location) _____

☒ Solid Waste Transfer Station (enter name and location) Bay Minette Landfill

☐ Other (describe) _____

OPTION 2.

☐ I will dispose of my own garbage and rubbish on my own property or the property of another at an approved site. I will store my garbage in a fly-tight container for not longer than one week and I will cover said garbage and rubbish with 6 inches or more of compacted earth each time the disposal site is used. I will allow representatives of the Health Department to make periodic inspections of my disposal site.

Note: If Option 2 is chosen, attach a copy of your composting permit issued by the Alabama Department of Environmental Management to compost or confirmation that no permit is needed.

Applicant's Signature Bruce Armistead Date 9-3-2019

To Be Completed By Engineer Or Land Surveyor If Option No. 2 Is Selected

In preparing the design for the applicant's proposed solid waste disposal site, I have taken into consideration those requirements as found in Chapter 420-3-5-.06 of the Rules for Solid Waste Collection and Disposal and have attached the following materials:

_____ A statement describing the method to be used in the excavation and covering of the disposal site.

_____ Detailed sketch of the property to scale giving pertinent distances to those items impacting upon the site.

_____ Copy of legally executed easement with other property owner.

_____ Results of two soil borings and location of each.

_____ Dimensioned drawing of proposed disposal site.

_____ Design calculations.

_____ Soil Conservation Service map with site indicated and a description of soils encountered.

Date _____, 20____ Signed _____
(Engineer or Land Surveyor)

(Registration No.)



Baldwin County Commission

Agenda Action Form

File #: 19-2119, **Version:** 1

Item #: BL1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Donna G. Bryars, Interim Clerk/Treasurer

Submitted by: Makayla Shiver, Jr. Staff Accountant

ITEM TITLE

Association of County Commissions of Alabama (ACCA) Workers' Compensation Self Insurers' Fund - Continuance of Coverage

STAFF RECOMMENDATION

Related to the Association of County Commissions of Alabama Workers' Compensation Self-Insurance Fund (ACCA WCSIF), take the following actions:

1. Authorize payment to the Association of County Commissions of Alabama Workers' Compensation Self Insurers' Fund in the amount of \$751,579.51 from applicable and various Baldwin County Commission departments, related to the continued provision of workers' compensation coverage to the Baldwin County Commission and for the period of October 1, 2019 to October 1, 2020; and
2. Authorize the Chairman to execute any related correspondence and/or instruments; and
3. Authorize the Clerk/Treasurer to make an interim payment before October 31, 2019, to the Association of County Commissions of Alabama Workers' Compensation Self Insurers' Fund (ACCA WCSIF) in the amount of \$751,579.51.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Of the numerous insurance policies the Baldwin County Commission has secured, one such policy involves workers' compensation coverage. The Commission's current policy which provides workers' compensation coverage has been paid to run for the term of October 1, 2018 to October 1, 2019. The workers' compensation policy is carried through the Association of County Commissions of Alabama Workers' Compensation Self Insurers' Fund (ACCA WCSIF). The October 1, 2018 to October 1, 2019, premium for this policy as paid by the Commission to the ACCA was \$726,159.86.

The action before the Commission today is to approve payment to the ACCA related to the continuance of the workers' compensation coverage for the Commission and for the period of October 1, 2019 to October 1, 2020; the payment requested to be authorized to the ACCA is

\$751,579.51. This represents an increase of \$25,419.65 from the Fiscal Year 2019 premium contribution of \$726,159.86. Furthermore, the aforesaid authorization will allow the Chairman to sign any related correspondence and/or instruments and for the Clerk/Treasurer to make the interim payment of \$751,579.51, before October 31, 2019, so the workers' compensation coverage does not lapse.

REFUNDS

Fiscal Year 2015 - \$48,149.48 (Investment Refund)
Fiscal Year 2015 - \$7,500.00 (Safety Incentive Refund)
Fiscal Year 2016 - \$58,129.68 (Investment Refund)
Fiscal Year 2016 - \$7,500.00 (Safety Incentive Refund)
Fiscal Year 2017 - \$77,308.82 (Investment Refund)
Fiscal Year 2017 - \$7,500.00 (Safety Incentive Refund)
Fiscal Year 2018 - \$98,459.94 (Investment Refund)
Fiscal Year 2018 - \$7,500.00 (Safety Incentive Refund)
Fiscal Year 2019 - \$91,653.90 (Investment Refund)
Fiscal Year 2019 - \$7,500.00 (Safety Incentive Refund)

FINANCIAL IMPACT

Total cost of recommendation: \$751,579.51

Budget line item(s) to be used: Various Baldwin County Commission Departments object code 5125

If this is not a budgeted 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:

Donna G. Bryars and Eva Cutsinger, Finance Payable to ACCA WCSIF:

CRS, Inc.

P.O. Box 589

Montgomery, Alabama 36101-0589

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

Additional instructions/notes: N/A



**ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA
WORKERS' COMPENSATION SELF-INSURERS FUND**

TO: Contact Persons, ACCA Workers' Compensation Self-Insurers Fund (WCSIF) Members

FROM: Sonny Brasfield, ACCA, Executive Director

DATE: August 30, 2019

RE: 2019-2020 Renewals for WCSIF Members

It is time again to prepare for a new year in the Association's Workers' Compensation Self-Insurers Fund. Enclosed you will find your estimated *Premium-Contribution Statement* for 2019-2020. This estimate is, in most cases, based on either payroll estimates provided by your office or the most recent audited payroll from your county. Any changes in your employment pattern during the 2019-2020 fiscal year will be recognized during the audit process after the close of the fiscal year and your costs will be adjusted accordingly. Please note that our third-party administrator is now County Risk Services, Inc. so you will need to send your renewal payment (made payable to ACCA WCSIF) and all related renewal documentation by October 1, 2019 to: ACCA WCSIF, c/o CRS, Inc., P.O. Box 589, Montgomery, AL 36101-0589.

We are happy to report that the WCSIF Board of Trustees approved a total \$1,000,000 investment earnings refund for Fund Members. Each WCSIF Member will receive their portion of the refund following the receipt of the 2019-20 premium-contributions from all Fund Members.

The overall rates for the WCSIF increased slightly this year and reflect growth in overall payroll and some unfavorable loss numbers. It is vitally important that each employee continues to be actively involved in efforts to reduce and avoid accidents. We are depending on your active role in promoting safety efforts at the county level.

Speaking of safety, the 2018-2019 Safety Incentive Discount Program (SIDP) will be ending soon. All participating County Fund Members need to make sure the SIDP Application (see SIDP Guide - Appendix A) and all required-documentation are emailed to CRS Member Services Coordinator Marcia Collier at mcollier@countyrisk.org no later than September 30 in order to be considered for this incentive.

Also, we have enclosed the WCSIF Member Contact Sheet, which needs to be completed in its entirety and emailed no later than Oct. 15, 2019 to mcollier@countyrisk.org. Having current contact information is extremely important to the Fund.

If you have any questions about the enclosed 2019-2020 renewal documents or want to discuss any other matters, please contact me or ACCA Director of Insurance Services Henry van Arcken at hvanarcken@alabamacounties.org anytime.

We appreciate your participation in and commitment to the Fund and to the other members who continue to make this program so successful.

Enclosures



Association of County Commissions of Alabama

Workers' Compensation Self – Insurers' Fund

WORKERS' COMPENSATION INFORMATION PAGE

PARTICIPANT:

Baldwin County Commission
312 Courthouse Square, Ste 12
Bay Minette, Alabama 36507-0000

DATE PREPARED: 08/30/2019

ACCOUNT NUMBER: [REDACTED]

CONTRACT PERIOD: 10/1/2019 to 10/1/2020

Estimated Billing

Code	Sub	Classification of Operations	Payroll & Production	Rate	Estimated Annual Contribution
5506	00	St/Rd Constr/Pav-Incl Drivers	4,024,898.00	6.12	\$246,323.76
7380	00	Drivers, Chauffeurs	1,146,598.00	5.01	\$57,444.56
7720	00	Sheriff's Department	966,511.00	3.74	\$36,147.51
8380	00	County Shop/Auto & Truck Repair	415,854.00	3.80	\$15,802.45
8810	00	Clerical Office Employees Noc	11,574,284.00	0.17	\$19,676.28
8831	00	Hospital-Vet & Drivers	309,811.00	1.62	\$5,018.94
8832	00	Coroner	16,880.00	0.41	\$69.21
9015	00	Building Custodian	1,030,146.00	4.04	\$41,617.90
9102	00	Parks-Incl Drivers	642,335.00	2.87	\$18,435.01
9403	00	Garbage Coll-Incl Drivers	3,211,045.00	7.73	\$248,213.78
9410	00	County Employees, Incl Drivers	4,723,675.00	2.24	\$105,810.32

Total Manual Contribution	\$794,560.00
Total Fund Adjustments/Discounts	\$-42,980.49
Total Limited Normal Contribution	\$751,579.51
Amount Due – Fund	\$751,579.51
Experience Modification	1.24

If Paid on Time		Avoid These Penalties		After	11-01-19	After	12-01-19
10-01-19	10-31-19	2% added	11-01-19 & 8% added	12-01-19	PAY	PAY	
\$751,579.51		\$15,031.59	\$60,126.36		\$766,611.10	\$811,705.87	

Adopted February 24, 1994 by the Board of Trustees of the ACCA Workers' Compensation Fund:

If full payment is not received on or before October 31, the non-paying entity shall be assessed two percent (2%) of the unpaid balance on November 1 and an additional eight percent (8%) of the unpaid balance on December 1.

If payment is not received by December 10, an initial notice of cancellation will be sent by the service company, with cancellation effective January 10.

If payment is not received by December 31, a final 10-day notice of cancellation will be sent, to be effective January 10.

Checks should be made payable to: ACCA WCSIF

Mail payment to: CRS, Inc.
P.O. Box 589 Montgomery, AL 36101-0589
Any questions, call: (334) 394-3232 / (888) 608-2009



Baldwin County Commission

Agenda Action Form

File #: 19-2131, **Version:** 1

Item #: BM1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: John Sedlack, Design Tech III

ITEM TITLE

Bridge Replacement and Approaches on Fred Dugger Road - Permission to Advertise

STAFF RECOMMENDATION

Authorize the Purchasing Manager to place a competitive bid for the bridge replacement and approaches on Fred Dugger Road once plans and contract documents are complete.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Highway Department is preparing construction plans for the bridge replacement on Fred Dugger Road. The Highway Department is requesting permission for the Purchasing Manager to place a competitive bid for the project once plans and contracts are complete. This project was funded in the Fiscal Year 2019 Budget.

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

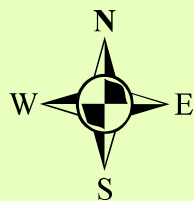
FOLLOW UP IMPLEMENTATION

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

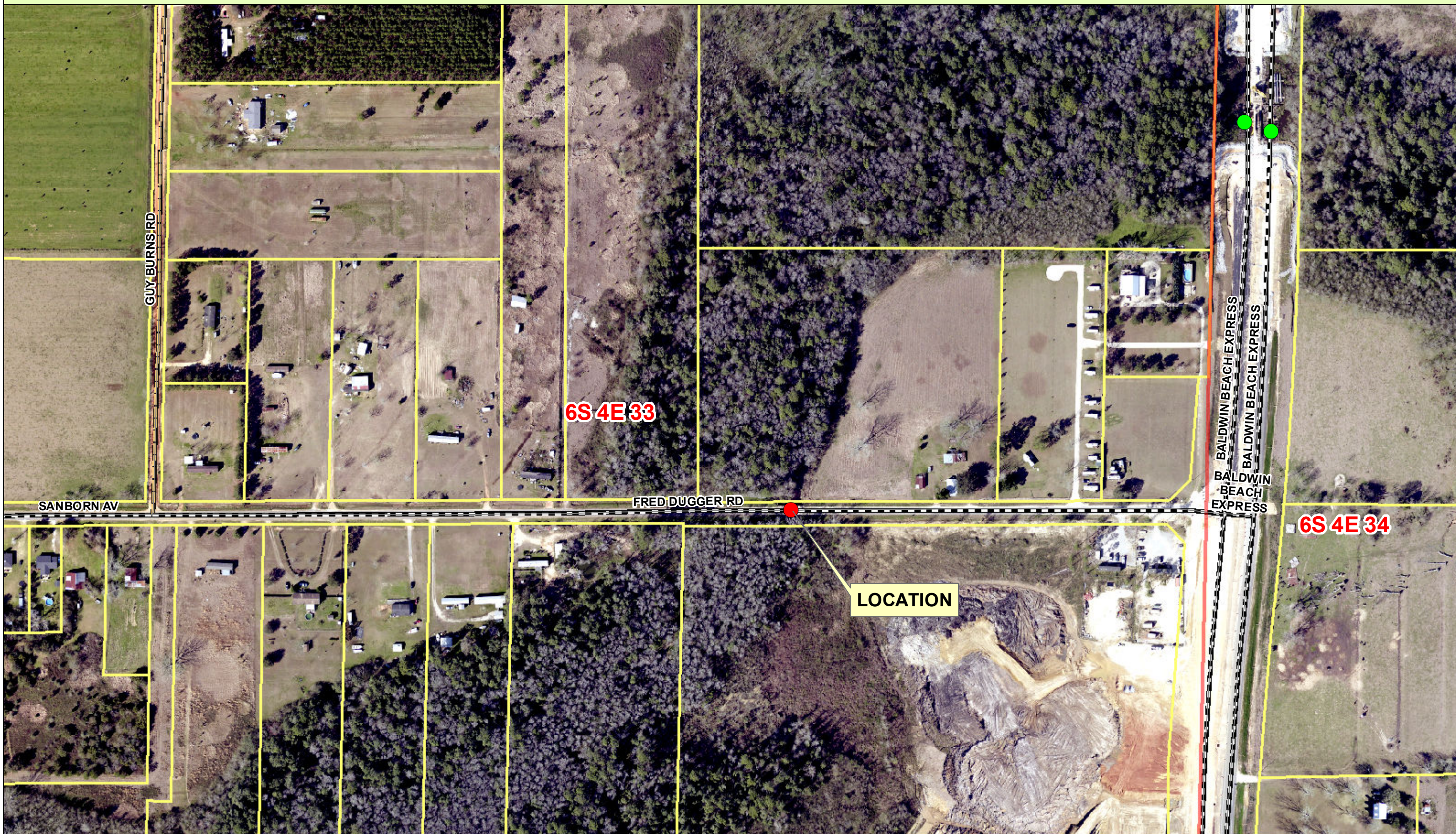
Individual(s) responsible for follow up: Wanda Gautney, Purchasing Manager;
John Sedlack, Design Tech III

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Purchasing Manager, Wanda Gautney, advertise once plans and contracts are complete. Highway Staff, John Sedlack, will submit advertisement documents to Purchasing Manager when complete.

Additional instructions/notes: N/A



FRED DUGGER RD





Baldwin County Commission

Agenda Action Form

File #: 19-2135, **Version:** 1

Item #: BM2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer
Cian Harrison, Chief Accountant

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

County Information Management System (CIMS) User License Agreement with Diversified Computer Services

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the County Information Management System (CIMS) Software License Agreement with Diversified Computer Services, LLC which is specifically designed to capture and manage Baldwin County Highway Department data. *(The term of this Agreement shall commence as of October 1, 2019, and shall continue until September 30, 2020, with the understanding this Agreement is subject to earlier termination as provided within the Agreement.)*

BACKGROUND INFORMATION

Previous Commission action/date: Annual

Background: The Commission has approved an annual Software License Agreement with Diversified Computer Services, LLC since 2005. County Information Management System (CIMS) is designed to capture and manage Baldwin County Highway Department data. The program generates over 100 detailed reports which increases productivity and simplified information management. CIMS is beneficial for reporting to the Commission and managing the Baldwin County Highway Department.

FINANCIAL IMPACT

Total cost of recommendation: \$9,000.00

Budget line item(s) to be used: 53100.5235

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have two (2) original agreements executed by the Chairman. Send an original agreement to Diversified Computer Services and a copy to the Highway Department (Terri Byrd).

Contact:

Mr. Danny L. Floyd
Diversified Computer Services
8200 Old Federal Road
Montgomery, Alabama 36117

Additional instructions/notes: N/A

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

THIS AGREEMENT is entered into as of October 1, 2019 ("Effective Date"), by and between Diversified Computer Services, L.L.C., an Alabama limited liability company with its principal office located at 8200 Old Federal Road, Montgomery, AL 36117, Telephone: (334) 260-8453, Facsimile: (334) 260-8488, Contact and email: Danny Floyd, dlfloyd@dc-dcs.com ("DCS"), and Baldwin County Commission, a governmental entity with its principal office located at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, Telephone: (251) 937-0264, Facsimile: (251) 580-2500, Contact and email: rcink@baldwincountyal.gov ("Licensee").

WHEREAS, DCS has the right to license the Licensed Software, as defined below; and

WHEREAS, the parties desire that DCS license to Licensee non-exclusive rights to use the Licensed Software for Licensee's internal use on computers under the control of Licensee, all in accordance with the terms and conditions thereof;

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15. Injunctive Relief. The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

16. Subscription Term. The term of this Agreement shall commence as of the Effective Date hereof and shall continue until September 30, 2020. This Agreement is subject to earlier termination as otherwise provided herein.

17. Termination.

17.1 DCS may terminate this Agreement and any license granted to Licensee hereunder at any time if (i) Licensee fails to pay DCS any amount due hereunder when due; (ii) Licensee is in default of any other provision hereof and such default is not cured within 10 days after DCS gives Licensee written notice thereof; or (iii) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

17.2 In the event of any termination of the Agreement or of any license granted hereunder, DCS may: (i) require that Licensee cease any further use of the Licensed Software or any portion thereof and immediately return the same and all copies thereof, in whole or in part, to DCS; and (ii) cease performance of all of DCS's obligations hereunder, without liability to Licensee.

17.3 In the event DCS discontinues technical support for its Licensed Software for any reason whatsoever, Licensee may elect to either (i) terminate this Agreement, cease any further use of the Licensed Software or any portion thereof, and immediately return the same and all copies thereof, in whole or in part, to DCS; or (ii) continue to use the Licensed Software upon the same terms and conditions provided in this Agreement, except that DCS will have no obligation to Licensee including, but not limited to the obligation to provide technical support, updates, or upgrades. As long as Licensee continues to use the Licensed Software under (ii) above, Licensee shall be required to pay to DCS 85% of the then current license fees and technical support fees as provided in Section 4. DCS shall give Licensee 90 days written notice prior to discontinuing technical support for its Licensed Software. This Section 17.3 shall survive the termination of this Agreement.

17.4 The Licensee may terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice of such termination to DCS. However, Licensee shall remain responsible for the license fees and technical support fees provided in Section 4 through the end of said thirty (30) day period.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

18. **Return of Materials.** Within ten (10) days of the expiration or termination hereof, Licensee shall return to DCS the Licensed Software and all copies of all other materials supplied by DCS and shall delete all copies thereof. All data entered in the Licensed Software by Licensee shall remain the property of the Licensee, and Licensee shall be entitled to remove such data prior to deleting the Licensed Software. Upon request of Licensee, DCS will provide assistance in removing the Licensee's data at DCS's standard hourly rate.

19. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

20. **Assignment.** Licensee shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without DCS's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

21. **Continuing Obligations.** The following obligations shall survive the expiration or termination hereof: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to DCS hereunder.

22. **Independent Contractors.** The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Licensee shall have no authority to enter into agreements of any kind on behalf of DCS and shall not have the power or authority to bind or obligate DCS in any manner to any third party.

23. **Force Majeure.** Neither DCS nor Licensee shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, or communications failures.


24. **Export Laws.** For all or any portion of the Licensed Software exported, re-exported, transported or transmitted outside the United States by any means, including without limitation, by physical delivery, email, electronic transmission, or download from a web site, Licensee shall comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Software nor any direct product thereof, is exported directly or indirectly whether pursuant to a permitted transfer, or otherwise pursuant to the terms of this Agreement, in violation of the United States law. Upon request, DCS shall provide relevant information regarding DCS's compliance with such laws and regulations.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

25. Miscellaneous. This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Diversified Computer Services, L.L.C.

By: 
Danny L. Floyd

Date: 08-22-2019

Title: Owner

Baldwin County Commission

By: _____

Date: _____

Title: Chairman, Baldwin County Commission

By: _____

Date: _____

Title: County Administrator

DIVERSIFIED COMPUTER SERVICES, L.L.C.**LICENSE AGREEMENT**

(Software & Services)

EXHIBIT A**PRODUCT AND PRICE LIST**1. Description of Licensed Software. **County Information Management System (CIMS)**2. Primary User/Copies.

User	Copies
Baldwin County Highway Department	Unlimited

3. Expansion User(s)/Copies.

User	Copies
	Unlimited

4. Standard Modules.

Basic		Application			Other
Activities	Equipment	Accidents	Herbicides	Problems	Reports
Bridges	Materials	Budget	Inspections	Projects	Admin
Departments	Roads	Documents	Inventory	Purchases	Help
Employees	Vendors	Expenses	Job Cost	Signs	Utilities
		Fuel	Management	Subdivisions	Mapping
		Garage	Permits	Time	

5. Expansion Modules.

Module	Monthly Fee	Selected
GIS	\$100	Yes
Solid Waste	\$150	No

6. License and Technical Support Fees for Subscription License. License and technical support fees are billed on a monthly basis and are payable within thirty (30) days of invoice date. The license fees schedule is as follows:

Description	Monthly Fee
Primary User – Standard Modules	\$650
Expansion User – Standard Modules	\$0
Expansion Modules – GIS	\$100
Total Monthly Fee	\$750

The license fees are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.

7. Authorized Computers. Licensee shall be entitled to copy, distribute, install, and use the Licensed Software only on a single computer for each number of Authorized Copies provided herein and/or transmit the Licensed Software over an internal computer network, provided that Licensee acquires and dedicates an Authorized Copy of the Licensed Software for each computer on which the Licensed Software is used or to which it is transmitted over the internal network. Notwithstanding anything to

DIVERSIFIED COMPUTER SERVICES, L.L.C.

LICENSE AGREEMENT

(Software & Services)

the contrary contained herein, use of the Licensed Software as provided above is authorized only to the extent of Authorized Copies under licenses which have been fully paid hereunder. In no event shall the Licensed Software be copied, distributed, installed, or used on computers not under the control of Licensee.

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LICENSE AGREEMENT
(Software & Services)

EXHIBIT B
TECHNICAL SUPPORT TERMS

These Technical Support Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. These Technical Support Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. Support Hours for Telephone and Email. DCS shall assign DCS Support Contact(s) to DCS's telephone and email "help desk" at least from 9:00 a.m. to 4:00 p.m., Central time, Monday through Friday, excluding national holidays (the "Support Hours").
2. Critical Problems. For Critical Problems with Licensed Software reported by telephone, if Licensee is unable to contact a DCS Support Contact with Licensee's initial call, a DCS Support Contact will use commercially reasonable efforts to return the call within four (4) hours if Licensee's call is made within the Support Hours, or within four (4) hours after the start of the next Support Hours if Licensee's call is made outside Support Hours. DCS shall use commercially reasonable efforts to promptly fix on a priority basis any Critical Problem. For purposes hereof, the term "Critical Problem" shall mean a Licensed Software error (i) which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail, or (ii) which substantially degrades the performance of the Licensed Software or materially restricts use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
3. Routine Support. For Routine Support requests reported by email or by telephone, a DCS Support Contact shall use commercially reasonable efforts to respond by email or by telephone within twenty-four (24) hours if Licensee's call is made within the Support Hours, or within twenty-four (24) hours after the start of the next Support Hours if Licensee's call is made outside the Support Hours. DCS shall use commercially reasonable efforts to respond to questions or to fix Routine Support issues. For purposes hereof, the term "Routine Support" shall mean (i) a question regarding the use or operation of the Licensed Software, or (ii) an error which causes only a minor impact on the use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
4. Exclusions. DCS will not be responsible for failure to correct a problem or to the extent that DCS is unable to replicate the problem, or if the problem is caused by (i) misuse of the Licensed Software, (ii) failure by Licensee to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by DCS, (iv) any change in applicable operating system software, (v) the failure of Licensee to install Updates to the Licensed Software provided by DCS, or (vi) a problem not caused by the Licensed Software. In any such event, DCS will advise Licensee and, upon request, will provide such assistance as Licensee may reasonably request with respect to such problem at DCS's standard hourly rate (**\$95**) for support.
5. Support Contacts. DCS shall maintain a sufficient number of technical support personnel to ensure prompt responses to Licensee during Support Hours, and Licensee shall designate one of its employees as its principal technical contact for technical support issues under these Technical Support Terms (each being a Support Contact). Licensee may change its technical contact upon giving written notice to DCS of the name of the new Support Contact.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

6. Cooperation. Licensee acknowledges (i) that certain services to be provided by DCS regarding Critical Problems and Routine Support may be dependent on Licensee providing certain data, information, assistance, or access to Licensee's systems, (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of such services by DCS. The parties agree that any delay or failure by DCS to provide services hereunder which is caused by Licensee's failure to provide timely Cooperation reasonably requested by DCS shall not be deemed to be a breach of DCS's performance obligations under this Agreement.
7. Upgrades and Updates; Version Limitations on Support. DCS may release Updates and/or Upgrades for the Licensed Software. During the term of this Agreement, (i) Updates will be provided to Licensee at no additional charge, and (ii) Upgrades shall be made available at DCS's published price and terms. For purposes hereof, the term "Update" shall mean revisions or additions to the Licensed Software which are intended to correct errors, improve efficiency, or to incorporate additional or alternative functionality (as indicated by a number to the right of the decimal, e.g. 2.1). Licensee will use reasonable efforts to implement any Update as soon as practicable after receipt. DCS agrees that no Update or Upgrade will adversely affect form, fit, function, reliability, safety or serviceability of the Licensed Software. Following the release of any Update, DCS will continue to provide technical support services under these Technical Support Terms for the then current and immediately preceding Update release. DCS shall not be obligated to provide technical support services under these Technical Support Terms for Updates that are not the then current or immediately preceding Update release.
8. Term of Support. Licensee will be entitled to receive technical support services under these Technical Support Terms at no additional charge during the term of this Agreement, and such services shall cease upon the expiration or termination of such subscription license.
9. Termination. Notwithstanding anything to the contrary contained herein, in the event this Agreement is terminated for any reason, these Technical Support Terms shall also terminate at the same time without further notice.
10. Installation. This Agreement does not include installation of the Licensed Software, Updates, or Upgrades. Upon request by Licensee, DCS shall assist Licensee with respect to such installation at DCS's standard hourly rate (**\$95**) for support.

DIVERSIFIED COMPUTER SERVICES, L.L.C.

LICENSE AGREEMENT

(Software & Services)

EXHIBIT C

CUSTOMIZATION AND IMPLEMENTATION TERMS

These Customization and Implementation Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Customization and Implementation Terms may be discontinued or terminated independent of the License Agreement, as provided below.

1. Definitions. Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below.
2. Customization and Implementation Services. DCS shall be under no obligation to customize DCS Product(s) or to provide services for the implementation of the Licensed Software; however, DCS may agree to customize DCS Product(s) and/or to provide implementation services in accordance with a written Work Order mutually agreed upon and executed by the parties. The following administrative control procedures shall control any such Work Orders for customizations or implementation services, or change orders for any such services previously agreed upon: (i) Licensee shall submit a written request to DCS in detail sufficient to evaluate the scope of such requested work; and (ii) DCS shall promptly evaluate same and send a written summary of such evaluation and acceptance or non-acceptance to Licensee. Licensee may respond with additional requests, and this process shall be followed continuously until either party declines to continue, or upon the execution of a mutually agreeable Work Order. DCS shall be the sole and exclusive owner of all Proprietary Rights embodied in any customizations made to the DCS Product(s). Licensee hereby transfers and assigns to DCS any rights Licensee may have in any such customizations.
3. Fees for T&M Services. Except to the extent agreed otherwise in a Work Order executed by both parties, DCS shall provide customization and implementation services on a time and materials ("T&M") basis; that is, (i) Licensee shall pay DCS for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rate for such services shall be DCS's current standard hourly rate (**\$95**) when such services are provided. Any monetary limit stated in a Work Order for T&M services shall be an estimate only for Licensee's budgeting and DCS's resource scheduling purposes. If the limit is exceeded, DCS will cooperate with Licensee to provide continuing services on a T&M basis. DCS shall invoice Licensee monthly for T&M services, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from receipt of invoice.
4. Services Warranty. DCS warrants that any services performed under this Exhibit will be performed in a good and workmanlike manner and consistent with generally accepted industry standards. Other than as stated herein, DCS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS EXHIBIT.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

EXHIBIT D
BUSINESS SERVICES TERMS

These Business Services Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Business Services Terms may be discontinued or terminated independent of the License Agreement.

1. **CIMS Mobile Application.** Licensee _____ does or X does not elect to subscribe to the CIMS Mobile Application for the fiscal year 2020. There shall be an initial one-time setup/install fee of \$500. A recurring monthly fee shall be dependent on the number of licensed users.

Licensee elects to have the above referenced one-time setup/install fee of \$500 invoiced in the following manner (please select one):

_____ (1) by including it with the next month's CIMS invoice; or

_____ (2) by invoicing it separately.

Licensee elects to participate in the following subscription level to be included on each month's CIMS invoice (please select one):

Select	# of Users	Monthly Fee
<input type="checkbox"/>	1-5	\$50
<input type="checkbox"/>	6-10	\$75
<input type="checkbox"/>	11-25	\$100
<input type="checkbox"/>	26-50	\$125
<input type="checkbox"/>	50-100	\$150

Licensee shall complete the included form with information regarding each user.

(Authorizing Signature)

(Date)

CIMS MOBILE APPLICATION USER ACCOUNT INFORMATION

[illegible]



Baldwin County Commission

Agenda Action Form

File #: 19-2132, **Version:** 1

Item #: BM3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Joey Nunnally, P.E. County Engineer

Submitted by: John Sedlack, Design Tech III

ITEM TITLE

County Road 64 Capacity Improvement Project - Resolution #2020-011 and Letter of Intent to Use Federal Funds

STAFF RECOMMENDATION

Approve Resolution #2020-011 and submit a Letter of Intent to use Federal Funds for the County Road 64 Capacity Improvement Project to the Alabama Department of Transportation (ALDOT) as part of the project initiation process.

BACKGROUND INFORMATION

Previous Commission action/date:

July 16, 2019 - The Commission waived Baldwin County Commission Policy #9.10 - Engineering and Surveying Services and approved on-call consultant Volkert, Inc. to perform design services for the County Road 64 Capacity Improvements Project, with design fees not to exceed \$526,142.00. The Eastern Shore Metropolitan Planning Organization (ESMPO) will fund 80% of the design fees and the County will provide the 20% local match.

April 16, 2019 - The Commission approved Resolution #2019-059 and a funding agreement between the Baldwin County Commission and the Alabama Department of Transportation for the Preliminary Engineering to 3-Lane County Road 64 from State Route 181 to County Road 54 East and install a Roundabout at the Rigsby Road Intersection using 80% Federal funds and 20% County matching funds.

Background:

On October 24, 2018, the Eastern Shore Metropolitan Planning Organization (MPO) approved Resolution 2019-04 allocating \$260,000.00 (MPO - \$208,000.00, Local - \$52,000.00) with the Baldwin County Commission providing the local 20% match.

On January 23, 2019, the Eastern Shore MPO approved Resolution 2019-11 increasing the project scope and allocating an additional estimated design cost of \$275,000.00 (MPO - \$220,000.00, Local

-\$55,000.00) with the Baldwin County Commission providing the local 20% match.

The total amount allocated for the project Preliminary Engineering is \$535,000.00 (MPO - \$428,000 .00, Local - \$107,000.00) with the Baldwin County Commission providing the local 20% match.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up:
Commission Staff

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

Commission Staff have the Commission sign the Resolution and Letter of Intent and return to John Sedlack in the Highway Department for further processing.

Highway Department complete the initiation package and submit to ALDOT for their initiation process.

Contact:

Thomas W. Goodman, Jr., P.E.

Local Transportation Engineer-Mobile

ALDOT, Southwest Region

1701 W I-65 Service Rd North

Mobile, Alabama 36618

Additional instructions/notes: N/A

October 1, 2019

Thomas W. Goodman, Jr., P.E.
Local Transportation Engineer-Mobile
ALDOT, Southwest Region
1701 W I-65 Service Rd North
Mobile, AL 36618

Re: Project No. STPOA-0219 ()
County Project No. 0206818
County Road 64 Capacity Improvement Project
Baldwin County

Dear Sir:

This is to advise you of the Baldwin County Commission's intent to apply for Federal Aid funds for the Design, Right-of-Way Acquisition, Utility Relocation, Construction and Construction Inspection of the above referenced project.

It is respectfully requested that the Alabama Department of Transportation notify the proper reviewing agencies to this effect.

If you need any additional information, please contact Mr. Seth Peterson at 251-970-4055, or at speterson@baldwincountyal.gov.

Sincerely,

Charles F. Gruber, Chairman
Baldwin County Commission

CFG/js
LOCATION MAP ATTACHED
cc: Joey Nunnally, P.E., County Engineer
Seth Peterson, P.E., Pre-Construction Manager
File

Resolution No. 2020-011

County of BALDWIN)

STATE OF ALABAMA)

Project No. BCP 02-068-18

Functional Classification No.04-Minor Arterial

WHEREAS, the COUNTY COMMISSION of BALDWIN County, Alabama, is desirous of constructing or improving, by force account, by contract or both, a section of road included in the BALDWIN County Road System and described as follows:

Capacity Improvements to County Road 64 from State Route 181 East approximately 2 miles to the Fish River Bridge including Improvements to the Intersections at County Road 64 and Austin/Rigsby Road, County Road 54 West, and County Road 54 East.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project; and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed between the State and the County covering the construction and construction inspection of the project; and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed between the State and the County covering the utility relocation of the project; and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed between the State and the County covering the Right-of-Way acquisition of the project.

Done at the Regular session of the Commission of Baldwin County, this____ day of_____, 20_____.

BALDWIN COUNTY COMMISSION

Governing Body

Charles F. Gruber, Chairman

Billie Jo Underwood, Vice Chariman

Joe Davis, III

James E. Ball



CR-64 Capacity Improvement Project

From SR 181 to CR 54 E

Baldwin County
Highway Department 2019





Baldwin County Commission

Agenda Action Form

File #: 19-2109, **Version:** 1

Item #: BM4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Terri Graham, Development and Environmental Director

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Delta Dash Live Oak Challenge - Request for Assistance

STAFF RECOMMENDATION

Retroactively approve the request from Ashley Jones Davis, Executive Director of North Baldwin Chamber of Commerce, for the County to assist with preparations and provide solid waste services for an estimated cost of \$175.00 for the Delta Dash Live Oak Challenge held on September 28, 2019. After the event, an invoice will be sent to Ashley Jones Davis for the actual cost of solid waste services provided.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The 8th Annual Delta Dash was held at Live Oak Landing on September 28, 2019. Ms. Davis requested assistance in preparation for the event. The cost to provide a garbage truck and 15 carts will be \$175.00.

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: Madison Steele, Parks; Terri Graham, Solid Waste

Action required (list contact persons/addresses if documents are to be mailed or emailed): Terri
Graham send invoice for solid waste services to Ashley Jones Davis.

Additional instructions/notes: N/A

Lisa Sangster

Subject: FW: <EXTERNAL> Delta Dash // Questions for today so I don't forget...

From: Ashley Jones Davis <ashley@northbaldwinchamber.com>

Date: September 18, 2019 at 8:23:37 AM CDT

To: Madison Steele <MSteele@baldwincountyal.gov>

Subject: <EXTERNAL> Delta Dash // Questions for today so I don't forget...

Good Morning Madison,

I will be at Live Oak at 3:30pm today... here are a few questions I want to be sure to remember to ask:

-garbage cans, can we get more set out? Can we get a dumpster set up to have to make sure we keep garbage under control?

-I will have a map for you today for us to talk about cutting...

-Do you have a key to unlock the gate on clubhouse road the day of event for emergency access and while we are setting up for ease of access?

-Any chance the county has a bucket truck and can provide assistance for us to hang the rope pull and rope climb in the trees?

-Any chance the county has access to some gravel (like used in the Live Oak parking lot) and a dump trailer of some kind that can be filled with gravel and parked on the course for an obstacle?

That's everything I have written down. Will see you at 3:30pm :)

Thank you so much for your help with this!

AJD

Ashley Jones Davis

Executive Director

North Baldwin Chamber of Commerce

North Baldwin Chamber Foundation

301 McMeans Ave / PO Box 310

Bay Minette, AL 36507

Phone 251.937.5665 ext 2

Cell 251.752.7933

Fax 251.937.5670

ashley@northbaldwinchamber.com

www.northbaldwinchamber.com

www.facebook.com/northbaldwinchamberofcommerce



2018-2022



ALABAMA ACCREDITED
CHAMBER OF COMMERCE





Baldwin County Commission

Agenda Action Form

File #: 19-2134, **Version:** 1

Item #: BM5

Meeting Type: BCC Regular Meeting
Meeting Date: 10/1/2019
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Mike Campbell, Engineering Technician I
Submitted by: Kristen Rawson, Office Manager

ITEM TITLE

License Agreement No. 19018 - McIntyre Street Right-of-Way

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute License Agreement No. 19018 permitting the Church of the Apostles (Robert Seawell, Senior Pastor) to pave 194 feet of unmaintained right-of-way on McIntyre Street to allow access to the church property from 3rd Street. (*The term of this agreement shall commence on the date of full execution. License for Installation shall terminate at 11:59 p.m. on March 31, 2020. License for Maintenance shall be indefinite according to the terms of the agreement.*)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Mr. Seawell, Senior Pastor of the Church of the Apostles, is requesting to pave 194 feet and a minimum of 16 feet wide, of unmaintained right-of-way on McIntyre Street to access church property from 3rd Street. Asphalt specifications are listed in the License Agreement. The church will be responsible for installation and maintenance of the road. Appropriate erosion, sediment control, and traffic control practices shall be utilized.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A.

Reviewed/approved by: N/A.

Additional comments: Standard agreement used as previously approved by the County Attorney.

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff will have license agreement executed by the Chairman and the original forwarded to the County Engineer. Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed.

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

Additional instructions/notes: N/A

CHURCH OF THE APOSTLES

EASTERN SHORE

September 5, 2019

Re: Resolution for Approval of Baldwin County License Agreement

In order for Church of the Apostles to complete the paving of our entrance and have continuous paving connected to 3rd street, we have approached Baldwin County and asked that the portion of McIntyre fronting our property be paved. They have issued a License Agreement (see attached) that will give us the permission to pave 194' of McIntyre at a cost to us.

Therefore, be it resolved that we, the Vestry, **unanimously** approve moving forward with securing the License Agreement with Baldwin County in the paving of 194' of McIntyre as per the specs detailed in the agreement.

Phillip Hodgson, Senior Warden

Kathie Gill, Junior Warden

Katy Yeend, Clerk

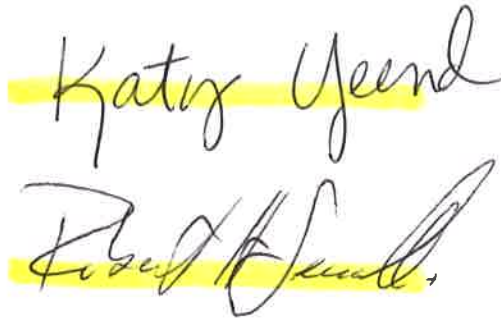
Bill Ainsworth, Treasurer

Christina Dunn, Member

Leah Barter, Member

Robert Seawell, Senior Pastor

Mark DiCristina, Associate Pastor

Handwritten signatures of Katy Yeend and Robert Seawell. The signature of Katy Yeend is written in cursive and is highlighted with a yellow background. The signature of Robert Seawell is also in cursive and is highlighted with a yellow background.

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Church of the Apostles (Robert Seawell, Senior Pastor)** ("Licensee"), with an address at **7159 McIntyre Street Fairhope, Alabama 36532.**

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as **McIntyre Street right-of-way** and more particularly as shown on **Site Map and Vicinity Map** - attached hereto and included as if fully set forth herein (the "Property").

WHEREAS, Licensee desires to obtain access to the Property for the purposes of: **Paving 194' and a minimum of 16' wide of unmaintained right-of- way to access the church property from 3rd Street. Asphalt will need to be 220 lbs/sq yd of 424-A superpave bituminous concrete wearing surface, ¾ inch max aggregate size, ESAL Range B. Licensee shall have the right-of-way staked and shall be responsible for installation and maintenance of the road. Any damage to private property or County Rights-of-way shall be repaired to the previous state or improved as required by Baldwin County. Appropriate erosion, sediment control, and traffic control practices shall be utilized.,** and Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant hereto, Licensee agrees to defend, indemnify and hold the Licensor and Licensor's Representatives harmless from any and all claims or demands for injuries or damage to persons or property and further agrees to assure the Licensor that neither he or she, nor any persons using said public access in conjunction with this License, would claim any personal rights in the subject property or any rights of adverse possession.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor, the parties agree as follows:

1. **Recitals.** The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.
2. **Grant of License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Church of the Apostles (Robert Seawell, Senior Pastor)**, a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to **Paving the 194' of unmaintained right-of- way to access the church property from 3rd Street.** Any other use of the Property requires the prior written consent of Licensor in each instance. This License is granted to Licensee and is limited and specifically restricted to Licensee and its employees ("Licensee Representatives"). Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.
3. **Property.** The real property subject hereto is limited to and sufficiently described as: **McIntyre Street right-of-way.** Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.
4. **Term of License (Installation and Maintenance).** The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on **March 31, 2020.** Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by agreement with the County.
5. **Condition of License Area: Assumption of Risk.** Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any injury, loss or damage on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons or damage to the property, whether real or personal, of Licensee or any Licensee Representatives by reason of the condition of the Property or otherwise.

6. Compliance. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities at the Property, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use said right-of-way in any fashion which will in any way damage or restrict the same for future use by the public in general for a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensors to move, relocate, amend, or otherwise change said travel way to any other location whatsoever.

7. Public Property. Licensee acknowledges and consents that said property/right of way is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the property. Licensee makes no claim of private ownership or other possessory interest in the property subject hereto, and any rights of the Licensee in the property will be limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all right to claims that such work or improvements are private in nature.

8. Indemnification. Licensee shall indemnify, defend and hold Licensors and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensors or any Licensor Representatives, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative. The Licensee shall also assume the responsibility for any claims for damage done to property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensors' prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensors the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives (or resulting from work under this Agreement); and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensors may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensors for such costs within thirty (30) days after request by Licensors.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensors or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensors as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee performs at the Property shall be at Licensee's sole cost and expense.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensors, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All

liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the license and permission herein granted to Licensee. Termination of the license and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. The indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. The Licensee shall incur and absorb all financial responsibility that arises to complete the said described project and shall remain responsible for the duration of the Agreement. The Licensor

shall not incur any expense of the usage/maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Right-of-Way caused by periodic maintenance to the property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensors below.

LICENSEE:

CHURCH OF THE APOSTLES

_____/_____
Robert Seawell /Date
Senior Pastor

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Robert Seawell, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

LICENSOR:

ATTEST:

BALDWIN COUNTY, ALABAMA

_____/_____
Wayne Dyess /Date
County Administrator

_____/_____
Charles F. Gruber /Date
Chairman

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Charles F. Gruber and Wayne Dyess, as Chairman and County Administrator of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20__.

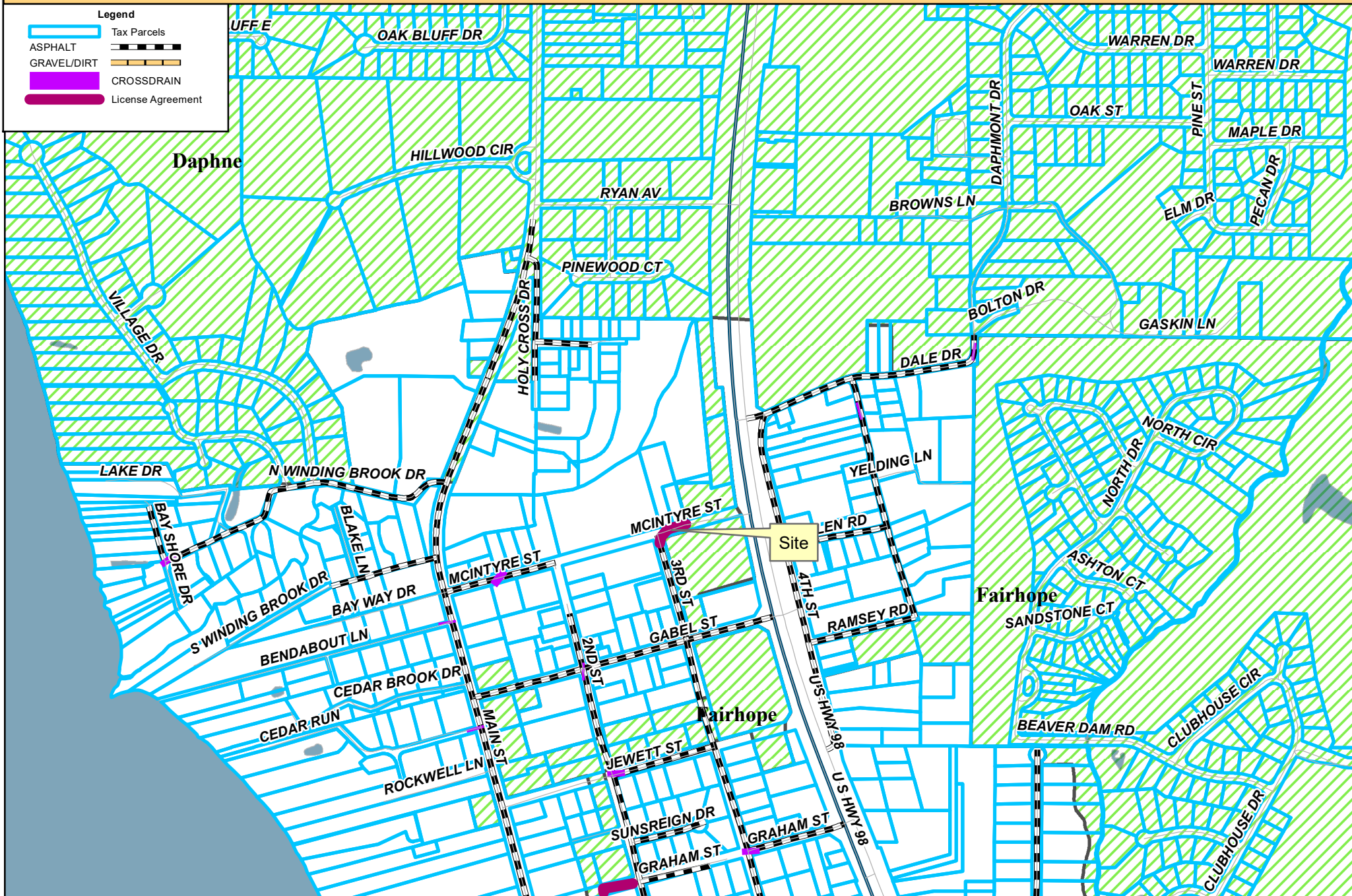
Notary Public
My Commission Expires: _____



License Agreement # 19018 - McIntyre Street ROW Vicinity Map



- Legend**
- Tax Parcels
 - ASPHALT
 - GRAVEL/DIRT
 - CROSSDRAIN
 - License Agreement





License Agreement # 19018 - McIntyre Street ROW Site Map



Legend

- Tax Parcels
- ASPHALT
- GRAVEL/DIRT
- License Agreement

Paving 194' of unmaintained ROW
- 3/4" asphalt mix
- 220 lbs

MCINTYRE ST

Daphne

3RD ST

US HWY 98



Baldwin County Commission

Agenda Action Form

File #: 19-2133, **Version:** 1

Item #: BM6

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: John Sedlack, Design Tech III

ITEM TITLE

Traffic Signal Installation at the Intersection of County Road 34 (Old Battles Road) and U.S. Highway 98 - Permission to Advertise

STAFF RECOMMENDATION

Approve the Purchasing Manager to place a competitive bid for the installation of a traffic signal at the Intersection of County Road 34 (Old Battles Road) and U.S. Highway 98 once plans and contracts are approved by the Alabama Department of Transportation (ALDOT).

BACKGROUND INFORMATION

Previous Commission action/date:

May 7, 2019 - The Commission took the following actions:

1. Approved Resolution # 2019-079 and a Construction Funding Agreement between the Baldwin County Commission and the Alabama Department of Transportation (ALDOT) for the installation of a traffic signal at the intersection of County Road 34 (Old Battles Road) and U.S. Highway 98 using 80% Federal funds and 20% local matching funds; and
2. Approved an Intergovernmental Service Agreement between Baldwin County and the City of Fairhope for the installation of a traffic signal at the intersection of County Road 34 (Old Battles Road) and U.S. Highway 98, with the City of Fairhope providing the local matching funds estimated at \$70,000.00, with any overruns being split 50/50 between Baldwin County and the City of Fairhope. Baldwin County will provide services as project manager during Design and Construction of the signal and be responsible for maintenance of the signal after construction; and
3. Approved Resolution # 2019-080 and an Agreement between Baldwin County and the Alabama Department of Transportation (ALDOT) for the installation and maintenance of a traffic signal at the Intersection of County Road 34 (Old Battles Road) and U.S. Highway 98.

Background: On September 13, 2017, Baldwin County requested that ALDOT perform a signal

warrant at the intersection of County Road 34 (Old Battles Road) and U.S. Highway 98. ALDOT performed the warrant and found that the signal did satisfy three of the nine warrant criteria: 1) Eight-Hour Vehicle Volume, 2) Four-Hour Vehicle Volume, and 3) Peak Hour.

At the April 25, 2018, Eastern Shore Metropolitan Planning Organization (MPO) meeting, ALDOT requested \$275,000.00 in funding to add the signal project to the Adaptive signal system and the MPO Policy Board approved. After receiving high estimates from the existing contractor of the adaptive signal project, a decision was made to set up the signal project as a separate project with ALDOT providing the design, the City of Fairhope providing the local match and Baldwin County letting the project and managing construction. Any overruns will be split 50/50 between Baldwin County and the City of Fairhope.

At the October 24, 2018, MPO meeting the MPO Policy Board approved a new resolution revising the project funding to \$350,000.00 with the City of Fairhope providing a \$70,000.00 local match.

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: Purchasing Manager place a competitive bid once approved by the Alabama Department of Transportation. Highway Department complete final approval process with the Alabama Department of Transportation (ALDOT) and submit advertisement to the Purchasing Manager.

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

Additional instructions/notes: N/A



Date: 9/11/2019

COUNTY RD 34 (OLD BATTLES RD) @ US HWY 98 - SIGNAL INSTALLATION





Baldwin County Commission

Agenda Action Form

File #: 19-2140, **Version:** 1

Item #: BM7

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

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 Project No. 0222211 - Brewer Road from County Road 65 to Poser Road (Tract 5)

STAFF RECOMMENDATION

Take the following actions:

1. Accept 0.055 acres on Brewer Road from County Road 65 to Poser Road (Tract 5) as a right-of-way donated to Baldwin County by Mr. Cecil R. Wessler on May 29, 2019 (Instrument No. 1762535 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 May 29, 2019, the Baldwin County Highway Department accepted a right-of-way donation on Brewer Road from Mr. Cecil R. Wessler.

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. Mail original to Mr. Cecil R. Wessler and send copy to Ms. Debra Morris.

Contact:
Mr. Cecil R. Wessler
17585 Brewer Road
Foley, Alabama 36535

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

Cecil R. Wessler

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"/> [Vehicle ID Number Grid]	
B		<input type="checkbox"/> [Vehicle ID Number Grid]	
C		<input type="checkbox"/> [Vehicle ID Number Grid]	
D		<input type="checkbox"/> [Vehicle ID Number Grid]	
E		<input type="checkbox"/> [Vehicle ID Number Grid]	

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 ► _____

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

Name(s) shown on your income tax return

Identifying number

Cecil R. Wessler

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

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

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

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.055 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 ► May 29, 2019

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

Does the organization intend to use the property for an unrelated use? ► ☐ Yes ☒ No

Name of charitable organization (donee)

Employer identification number

Baldwin County Commission

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

City or town, state, and ZIP code

312 Courthouse Square, Suite 11

Bay Minette, AL 36507

Authorized signature

Title

Date

Chairman

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

DM
D.K.

STATE OF ALABAMA)

Project No. 0222211

Brewer Road

COUNTY OF BALDWIN)

G, D, B & Pave Brewer Road from
County Road 65 to Poser Road

05-55-07-36-0-000-020.004

Tract No. 5

**FEE SIMPLE
WARRANTY DEED**

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

A part of the Southwest Quarter of the Southeast Quarter of Section 36, Township 7 South, Range 3 East, identified as Tract Number 5 on Brewer Road Dirt Road Paving Project No. 0222211 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing from a rebar found at the southwest corner of the Southeast Quarter of Section 36, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence run easterly along the south line of the Southeast Quarter a distance of 419 feet, more or less, to a point;

Thence run north 20 feet, more or less, to the grantor's southwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence run northerly along the grantor's west property line a distance of 10 feet, more or less, to a point on the acquired north R/W line;

Thence run easterly along the acquired R/W line a distance of 241 feet, more or less, to a point on the grantor's east property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

51912
BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 5/30/2019 8:44 AM
TOTAL \$ 0.00
6 Pages

1762535



Thence run southerly along the grantor's east property line a distance of 10 feet, more or less, to a crimped top found on the existing north R/W line (grantor's southeast property corner);

Thence run westerly along the existing R/W line a distance of 241 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.055 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 Baldwin County, Alabama, its successors and assigns in fee simple forever.

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

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

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

29 day of May, 2019.


Cecil R. Wessler

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

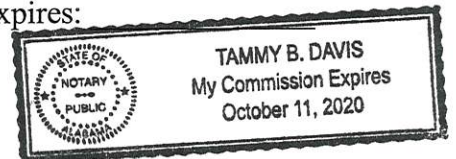
I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Cecil R. Wessler, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of May, 2019.

Tammy B. Davis

NOTARY PUBLIC

My Commission Expires:



ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 2019.

Official Title _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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

BREWER ROAD
COUNTY ROAD 65 TO POSER ROAD
PROJECT NO. 0222211
BALDWIN COUNTY

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 29
day of May, 2019.


Witness


Owner: Cecil R. Wessler

Witness

Owner:

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

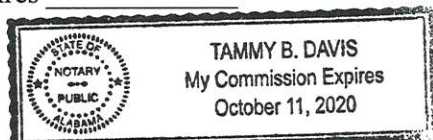
I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Cecil R. Wessler, whose name (s) is, signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of May, 2019.

Tammy B. Davis

NOTARY PUBLIC

My Commission Expires _____



ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____)

COUNTY OF _____)

I, _____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 2019.

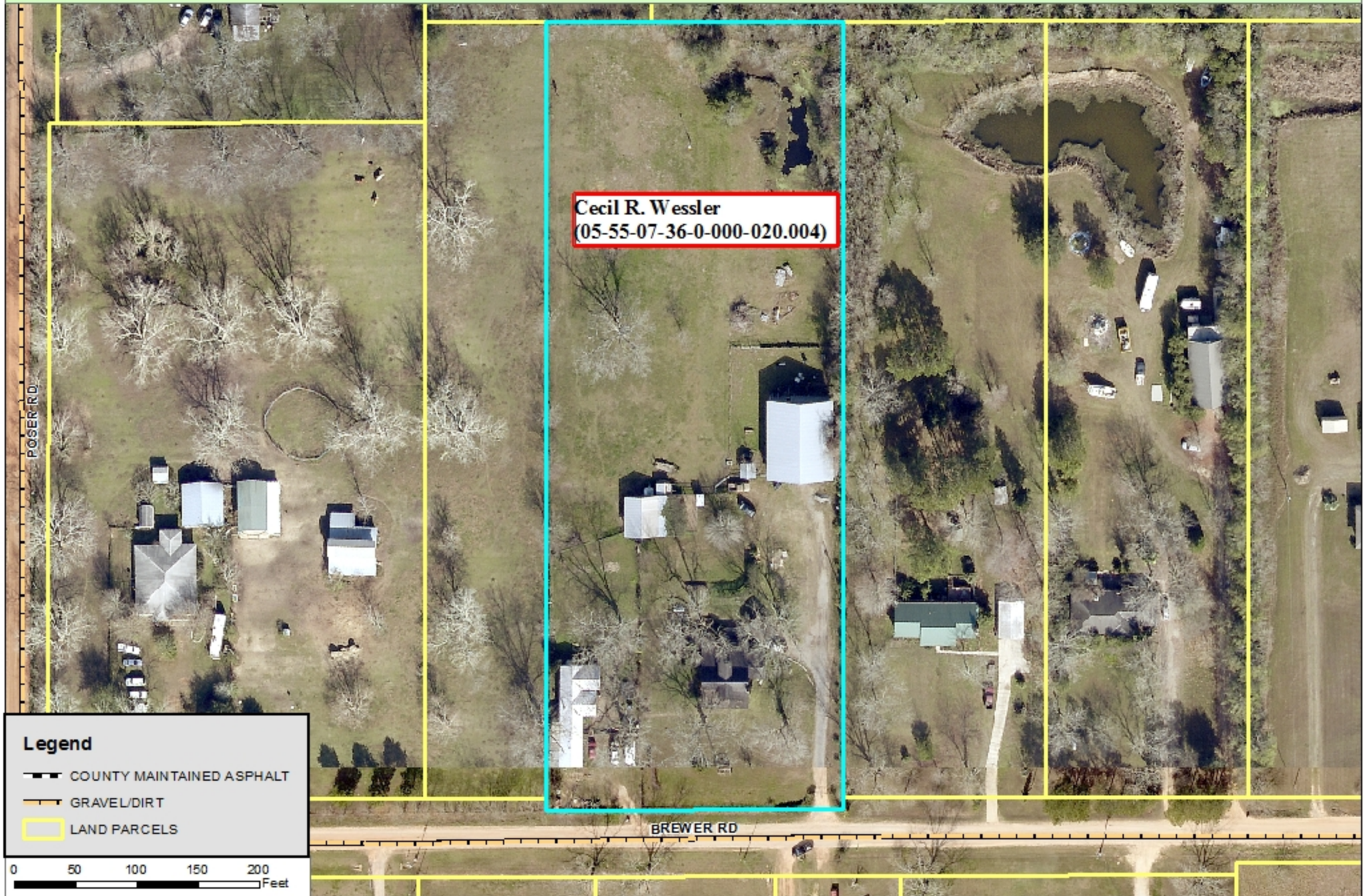
Official Title _____

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



BREWER ROAD (Tract 5)





Baldwin County Commission

Agenda Action Form

File #: 19-2141, **Version:** 1

Item #: BM8

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

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 Project No. 0222211 - Brewer Road from County Road 65 to Poser Road (Tract 12)

STAFF RECOMMENDATION

Take the following actions:

1. Accept 0.508 acres on Brewer Road from County Road 65 to Poser Road (Tract 12) as a right-of-way donated to Baldwin County by Frances Claire Holk-Jones on August 14, 2019 (Instrument No. 1778075 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 August 14, 2019, the Baldwin County Highway Department accepted a right-of-way donation on Brewer Road from Ms. Frances Claire Holk-Jones.

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. Mail original to Ms. Frances Claire Holk-Jones and send copy to Debra Morris.

Contact:

Ms. Frances Claire Holk-Jones

P.O. Box 610

Foley, Alabama 36535

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

[Frances Claire Holk-Jones](#)

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.

	(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.)
1		<input type="checkbox"/>	
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

Identifying number

Frances Claire Holk-Jones

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

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

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

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.508 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 ► August 14, 2019

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

Does the organization intend to use the property for an unrelated use? ► ☐ Yes ☒ No

Name of charitable organization (donee)

Employer identification number

Baldwin County Commission

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

City or town, state, and ZIP code

312 Courthouse Square, Suite 11

Bay Minette, AL 36507

Authorized signature

Title

Date

Chairman

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0222211

Brewer Road

G, D, B & Pave Brewer Road from

County Road 65 to Poser Road

Tract No. 12

HP

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Frances Claire Holk, now known as Frances Claire Holk-Jones, married, conveying property not part of her homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 8 South, Range 3 East, identified as Tract Number 12 on Brewer Road Dirt Road Paving Project No. 0222211 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing from a rebar found at the northwest corner of the Northeast Quarter of Section 1, Township 8 South, Range 3 East, in Baldwin County, Alabama;

Thence run easterly along the north line of said Northeast Quarter of said Section 1 a distance of 1322 feet, more or less, to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence continue easterly along the north line of said Section 1 a distance of 852 feet, more or less, to the grantor's northeast property corner;

Thence run southerly along the grantor's east property line a distance of 30 feet, more or less, to a point on the acquired south R/W line;

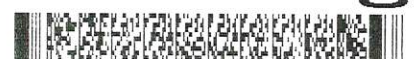
Thence run westerly along the acquired R/W line a distance of 852 feet, more or less, to a point on the grantor's west property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 8/14/2019 2:38 PM
TOTAL \$ 0.00
6 Pages

1778075



Thence run northerly along the grantor's west property line a distance of 30 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.587 acres, more or less. (0.079 acres of the acquired right-of-way is prescriptive and owned by the Grantee and 0.508 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.

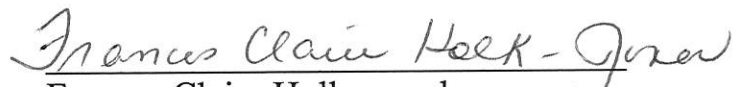
TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

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

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

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

14 day of August, 2019.


Frances Claire Holk, now known as,
Frances Claire Holk-Jones

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

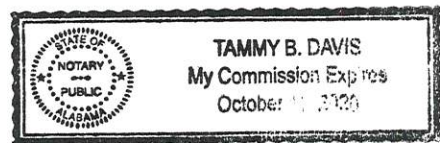
I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Frances Claire Holk now known as Frances Claire Holk-Jones, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of August, 2019.

Tammy B. Davis

NOTARY PUBLIC

My Commission Expires: _____



GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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

BREWER ROAD
COUNTY ROAD 65 TO POSER ROAD
PROJECT NO. 0222211
BALDWIN COUNTY
Tract 12

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 14
day of August, 2019.

Witness

Frances Claire Holk-Jones
Frances Claire Holk, now known as
Frances Claire Holk-Jones

Witness

Owner:

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

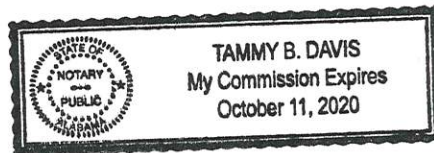
COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Frances Claire Holk now known as Frances Claire Holk-Jones, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of August, 2019.

Tammy B. Davis
NOTARY PUBLIC

My Commission Expires _____



GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

020.006
M. & EULA F.
37683
71995

SEC LINE

EXISTING GATE
N89°53'47"E
1322'
P.O.B.

EXISTING ROW
115+00

N89°53'47"E
852'

ACQUIRED ROW
EXISTING GATE

13 PAR
1 2

EDGE OF DIRT ROAD

120+00

EXIS

SEC 36, T-7-S, R-3-E
SEC 1, T-8-S, R-3-E

EDGE OF DIRT ROAD/
PRESCRIPTIVE ROW

S89°53'47"W
852'

S0°9'4"E
30'

EXISTING GATE
N0°9'17"W
30'

P.O.C.
NW CORNER OF THE
NE QUARTER OF
SEC. 1, T-8-S, R-3-E
REBAR FOUND

ACQUIRED ROW

12 PAR
1 1

12 REM
A A

60-01-01-0-000-001.000
FRANCES CLAIRE HOLK,
NKA FRANCES CLAIRE JONES
P O DRAWER 610
FOLEY, AL 36536
INST NO. 918243
INST NO. 918244



13 REM
A B

55-07-36-0-000-016.000
FRANCES HOLK-MOORE
NKA FRANCES HOLK-JONES
P O DRAWER 610
FOLEY, AL 36536
RPBK 354, PG 426

THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	12	PROJECT NO.	0222211
OWNER	FRANCES CLAIRE HOLK NKA FRANCES CLAIRE JONES	COUNTY	BALDWIN
TOTAL ACREAGE	12.854	SCALE:	1"=100'
R.O.W. REQUIRED	0.587	DATE:	4-24-2019
PRESCRIPTIVE R.O.W.	0.079	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	12.346		



BREWER ROAD (Tract 12)



Legend

- COUNTY MAINTAINED ASPHALT
- GRAVEL/DIRT
- LAND PARCELS

0 60 120 180 240
Feet



Baldwin County Commission

Agenda Action Form

File #: 19-2142, **Version:** 1

Item #: BM9

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

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 Project No. 0222211 - Brewer Road from County Road 65 to Poser Road (Tract 13)

STAFF RECOMMENDATION

Take the following actions:

1. Accept 0.517 acres on Brewer Road from County Road 65 to Poser Road (Tract 13) as a right-of-way donated to Baldwin County by Frances Holk-Jones on August 14, 2019 (Instrument No. 1778076 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 August 14, 2019, the Baldwin County Highway Department accepted a right-of-way donation on Brewer Road from Ms. Frances Holk-Jones.

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. Mail original to Ms. Frances Holk-Jones and send copy to Debra Morris.

Contact:

Ms. Frances Holk-Jones

P.O. Box 610

Foley, Alabama 36535

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

[Frances Holk-Jones](#)

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"/> [Vehicle ID Number Grid]	
B		<input type="checkbox"/> [Vehicle ID Number Grid]	
C		<input type="checkbox"/> [Vehicle ID Number Grid]	
D		<input type="checkbox"/> [Vehicle ID Number Grid]	
E		<input type="checkbox"/> [Vehicle ID Number Grid]	

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 ► _____

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

Name(s) shown on your income tax return

Identifying number

Frances Holk-Jones

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

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

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

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.517 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 ► August 14, 2019

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

Does the organization intend to use the property for an unrelated use? ► ☐ Yes ☒ No

Name of charitable organization (donee)

Employer identification number

Baldwin County Commission

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

City or town, state, and ZIP code

312 Courthouse Square, Suite 11

Bay Minette, AL 36507

Authorized signature

Title

Date

Chairman

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0222211

Brewer Road

G, D, B & Pave Brewer Road
from County Road 65 to Poser Road

05-55-07-36-0-000-016.000

05-60-01-01-0-000-001.001

Tract No. 13

138

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Frances Holk-Moore, now known as France Holk-Jones, a married woman, conveying property not part of her homestead. Being the surviving grantee of deeds recorded in Real Property Book 354 page 425, Real Property Book 550 page 1272, Real Property Book 553 page 800 and Real Property Book 663 page 756, the other grantee, Norman Neal Moore, having died on July 31, 2000, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 7 South, Range 3 East and part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 8 South, Range 3 East, identified as Tract Number 13 on Brewer Road Dirt Road Paving Project No. 0222211 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 2:

Commencing from a rebar found at the southwest corner of the Southeast Quarter of Section 36, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence run easterly along the south line of said Southeast Quarter of said Section 36 a distance of 1321 feet, more or less, to a point;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 8/14/2019 2:39 PM
TOTAL \$ 0.00
8 Pages

1778076



Thence run northerly a distance of 21 feet, more or less, to a crimped top found on the existing north R/W line of Brewer Road (the grantor's southwest property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence continue northerly along the grantor's west property line a distance of 9 feet, more or less, to a point on the acquired north R/W line;

Thence run easterly along the acquired R/W line a distance of 1264 feet, more or less, to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 125+84.74);

Thence run northeasterly along the acquired R/W line a distance of 35 feet, more or less, to a point on the existing west R/W line of County Road 65;

Thence run southerly along the existing R/W line a distance of 33 feet, more or less, to a point on the existing north R/W line of Brewer Road (the grantor's southeast property corner);

Thence run westerly along the existing R/W line a distance of 1289 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.259 acres, more or less.

Parcel 2 of 2:

Commencing from a rebar found at the northwest corner of the Northeast Quarter of Section 1, Township 8 South, Range 3 East, in Baldwin County, Alabama;

Thence run easterly along the north line of said Northeast Quarter of Section 1 a distance of 2174 feet, more or less, to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence continue easterly along the north line of said Section 1 a distance of 435 feet, more or less, to a point on the existing west R/W line of County Road 65 (the grantor's northeast property corner);

Thence run southerly along the existing R/W line a distance of 55 feet, more or less, to a point on the acquired R/W line;

Thence run northwesterly along the acquired R/W line a distance of 35 feet, more or less, to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 125+84.56);

Thence run westerly along the acquired R/W line a distance of 410 feet, more or less, to a point on the grantor's west property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence run northerly along the grantor's west property line a distance of 30 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.307 acres, more or less. (0.049 acres of the acquired right-of-way is prescriptive and owned by the Grantee and 0.258 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.

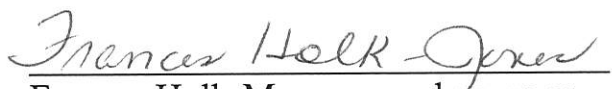
TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

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

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

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

14 day of August, 2019.



Frances Holk-Moore, now known as
Frances Holk-Jones

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

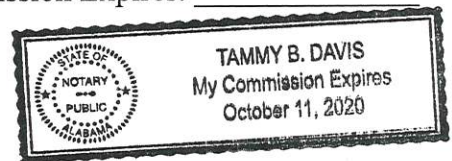
I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that France Holk-Moore now known as Frances Holk-Jones, whose name(s) is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of August, 2019.

Tammy B. Davis

NOTARY PUBLIC

My Commission Expires: _____



GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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

BREWER ROAD
COUNTY ROAD 65 TO POSER ROAD
PROJECT NO. 0222211
BALDWIN COUNTY
Tract 13

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 14
day of August, 2019.

Witness

Frances Holk-Jones
Frances Holk-Moore, now known as
Frances Holk-Jones

Witness

Owner:

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

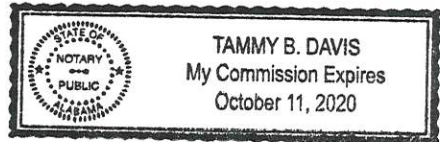
COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Frances Holk-Moore, now known as Frances Holk-Jones, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of August, 2019.

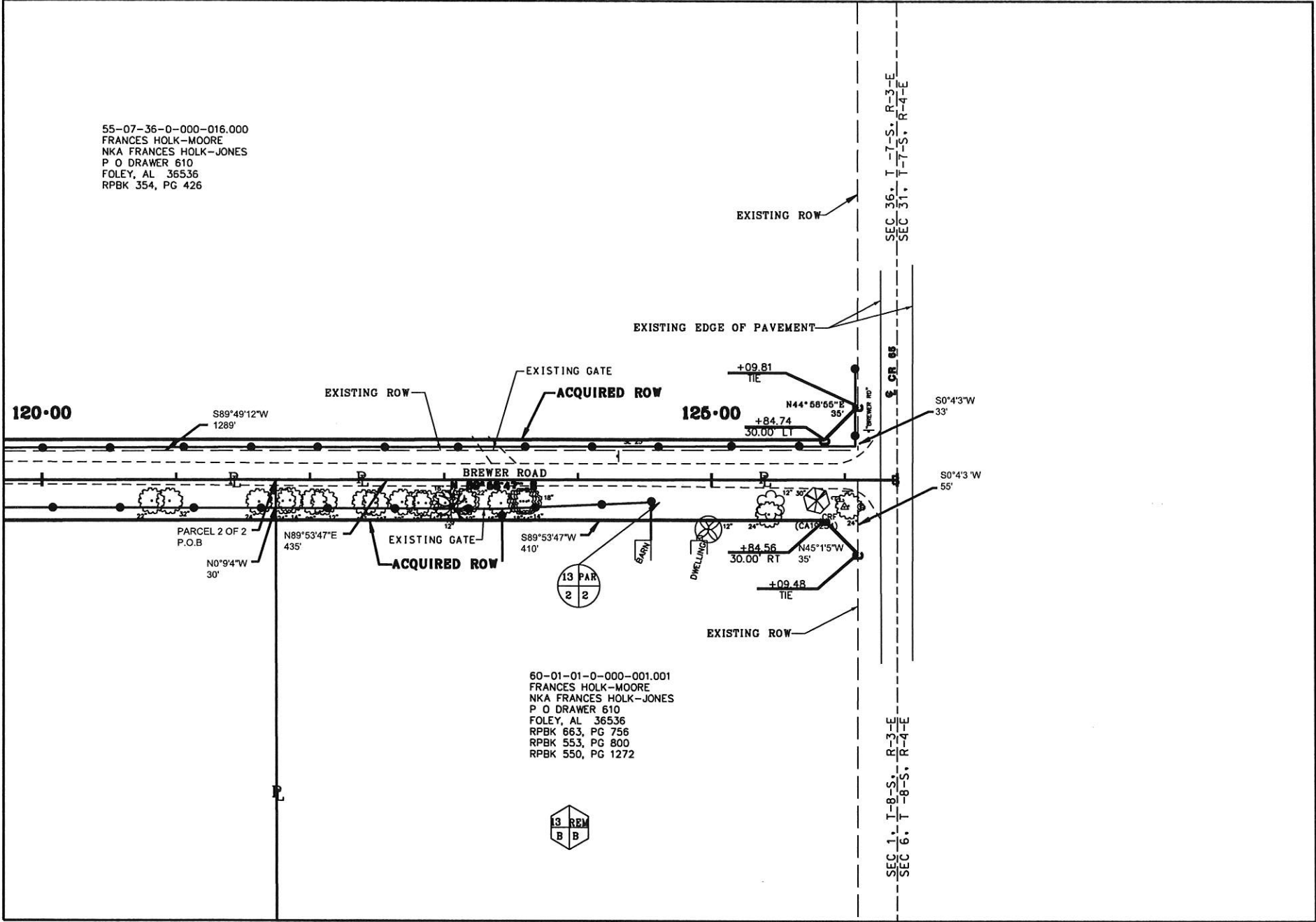
Tammy B. Davis
NOTARY PUBLIC

My Commission Expires _____



GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



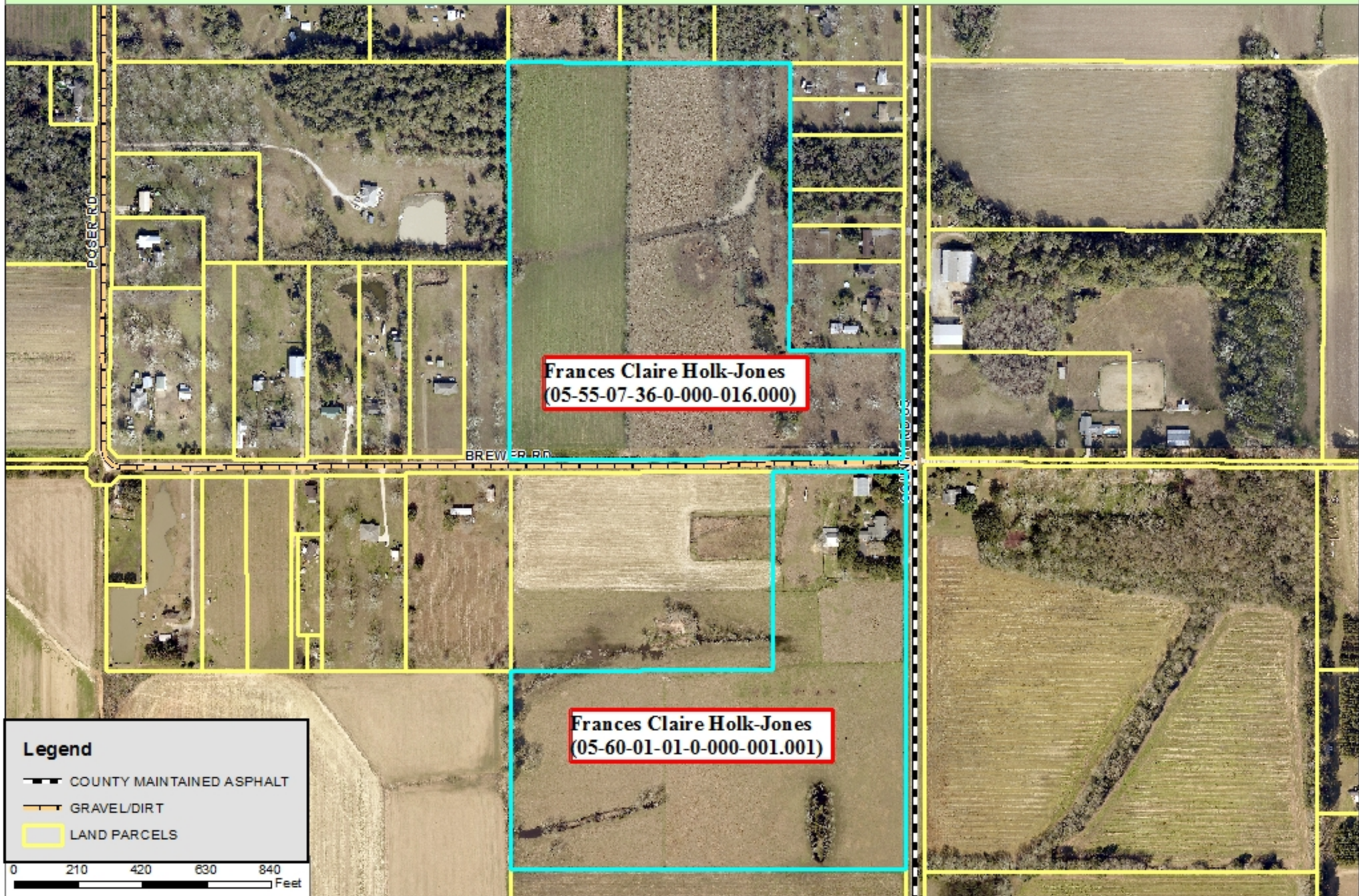
THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	13	PROJECT NO.	0222211
OWNER	FRANCES HOLK-MOORE NKA FRANCES HOLK-JONES	COUNTY	BALDWIN
TOTAL ACREAGE	57.407	SCALE:	1"=100'
R.O.W. REQUIRED	0.566	DATE:	04-24-2019
PREScriptive R.O.W.	0.049	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	2 OF 2
REMAINDER	56.841		



BREWER ROAD (Tract 13)



Legend

- COUNTY MAINTAINED ASPHALT
- GRAVEL/DIRT
- LAND PARCELS

0 210 420 630 840 Feet



Baldwin County Commission

Agenda Action Form

File #: 19-2093, **Version:** 1

Item #: BO1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne Dyess, County Administrator

Felisha Anderson, Archives Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Archives Department - Transfer of Employee to Archives Specialist Position

STAFF RECOMMENDATION

Approve the transfer of Robert Brown from the Detention Technician position (PID#466) grade H-06 (\$16.503 per hour / \$34,326.24 annually) in the Juvenile Detention Center (105/52610), to fill the open Archives Specialist position (PID#5216), with no change in pay, to the Archives Department (001/51906), to be effective no sooner than October 14, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Archives Specialist position was vacated in September 2019, due to the resignation of the previous employee. The County Administrator respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51906.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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 #: 19-2091, **Version:** 1

Item #: BO2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Maintenance) - Employment of Two (2) Engineering Technician I Positions

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Spencer Crews to fill the open Engineering Technician I position (PID #5432) at a grade H-E (\$14.246 per hour / \$29,631.68 annually); and
- 2) Approve the employment of Trey Nobles to fill the open Engineering Technician I position (PID #3048) at a grade H-E (\$14.246 per hour / \$29,631.68 annually).

These actions will be effective no sooner than October 7, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Engineering Technician I positions were vacated in September 2019, due to the promotion/transfers of the previous employees. 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: 53130.5113

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

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 #: 19-2110, **Version:** 1

Item #: BO3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Subdivision) - Employment of One (1) Construction Development Manager

STAFF RECOMMENDATION

Approve the employment of Ben Medina to fill the open Construction Development Manager position (PID #4050) at a grade EC-08 (\$62,500.00 annually) to be effective no sooner than October 7, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Construction Development Manager position was vacated in August 2019 by the promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 53150.5113

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 #: 19-2094, **Version:** 1

Item #: BO4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Ron Ballard, JDC Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Juvenile Detention Center - Position Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Anthony Griffin from the Detention Technician position (PID #5316) grade H-EL (\$14.246 per hour / \$29,631.68 annually) to fill the Detention Worker I position (PID #466) at a grade I-EL (\$15.629 per hour / \$32,508.32 annually); and
- 2) Approve the promotion of Tihsa Tunstall from the Detention Technician position (PID #5162) grade H-EL (\$14.246 per hour / \$29,631.68 annually) to fill the Detention Worker I position (PID #524) at a grade I-EL (\$15.629 per hour / \$32,508.32 annually); and
- 3) Approve the employment of Kevin Craig to fill the Detention Technician position (PID #5316) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually); and
- 4) Approve the employment of Denzell Johnson to fill the Detention Technician position (PID #5162) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Detention Worker I and Detention Technician positions were vacated in September/October 2019, due to the resignation/transfer of the previous employees. The JDC Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 52610.5113

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

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 #: 19-2090, **Version:** 1

Item #: BO5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Personnel Department - Employment of One (1) Administrative Support Specialist I

STAFF RECOMMENDATION

Approve the employment of Holly Peacock to fill the open Administrative Support Specialist I position (PID #5456) at a grade G-EL (\$12.968 per hour / \$26,971.36 annually) to be effective no sooner than October 7, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Administrative Support Specialist I position was newly created in August 2019, due to the abolishment of the Administrative Support Specialist II position. The Personnel Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51962.5113

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

**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 #: 19-2092, **Version:** 1

Item #: BO6

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Terri Graham, Development and Environmental Director
Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Solid Waste Department (Collections) - Employment of One (1) Solid Waste Driver I Position

STAFF RECOMMENDATION

Approve the employment of David Brown to fill the Solid Waste Driver I position (PID #5144) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually) to be effective no sooner than October 7, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Solid Waste Driver I position was vacated in May 2019, due to the resignation of the previous employee. The Development and Environmental Director respectfully requests that the above recommendation is 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

**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 #: 19-2124, **Version:** 1

Item #: BO7

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Baldwin County Employee Health and Wellness Incentive Program

STAFF RECOMMENDATION

Approve the updated Baldwin County Employee Health and Wellness Incentive Program Policy and corresponding health and dental insurance rates.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In order to support a healthier life-style, the Commission agreed on incentives for employees who participated in the biometric screenings and additional requirements. The Health and Wellness Incentive Program outlines the process for employees and retirees to obtain the incentive each year.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Deidra Hanak and Alainna Elliott

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

Additional instructions/notes: N/A

Baldwin County Employee

2020 Health and Wellness Incentive Program

Baldwin County is committed to the health and wellbeing of our employees and retirees. We view wellness as a core component of the employee benefits package. The Baldwin County Health and Wellness Incentive Program will support our employees/retirees by providing resources to live a healthy lifestyle.

Baldwin County Symbol Health Clinics are dedicated to bringing quality health services to the workplace. Clinics are located in Bay Minette, Robertsedale, Gulf Shores, and Foley.

Eligibility

~~All full-time employees are eligible for County health insurance.~~
~~Retirees with at least 15 years of service with Baldwin County and at least 25 years of service in the Retirement Systems of Alabama.~~
~~Employees and retirees with County health insurance are eligible to use the Clinics free of charge.~~ Services provided through the clinics are **also** provided free to employees, retirees, spouses, and dependents who are on the County's health insurance plan.

Services Provided by Clinics

- Primary Care
- Disease Management
- Prevention
- Lab Services
- Prescription Medication
- Health Coaching

Employees with County health insurance will be required to clock out for visits to the Clinics with the exception of health coaching appointments.

Each department will work to accommodate employees who need to visit the clinic for scheduled appointments. Employees must coordinate clinic visits with their department manager so that it is not in conflict with departmental activity. It is also within the manager's discretion to coordinate an employee's clinic visit due to departmental conflict.

Services Provided to Employees While on the Clock

- Health Coaching Sessions

Prescription Medications

Generic medication will be distributed on-site.

~~Approved by the County Commission: 12/18/2018~~

Medical Excuses

Medical excuses received from the Clinic must be turned in to the employee's department manager up on return from the clinic. **Medical excuses issued for more than 3 days must be turned into Personnel for a review on a case by case basis. The clinics will not be allowed to give medical excuses for more than three (3) days absences.**

Medical Accommodations

Medical accommodations will not be allowed from the clinic. Employees must obtain any medical accommodations from their general physician or specialist. **Medical accommodations issued by the clinic must be reviewed on a case by case basis.**

Health Assessment (Biometric Screenings) and Employee/Retiree Responsibility

Employees/retirees ~~and spouses~~ who want to participate in the Health and Wellness Incentive program are required to complete a biometric screening at the Annual Employee Health and Wellness Fair. If health risk factors are discovered through the biometric screening process, employees/retirees will be required to participate in the health coaching offered by the Clinics. **Spouses may voluntarily participate in the biometric screening and health coaching program.**

At the time of the biometric screening, participants will be given a rating of low, moderate, or high risk.

- Employees/retirees in the low risk category are not required to participate in the coaching.
- Employees/retirees in the moderate risk category are required to participate in (4) coaching sessions within the year (November 1 – October 31).
- Employees/retirees in the high-risk category are required to participate in (6) coaching sessions within the year (November 1 – October 31).

If the employee/retiree/~~spouse~~ decides not to participate, the employee will not receive the incentive as outlined each year by the Baldwin County Commission.

Prorated Health Coaching for New Hires

Hired /Added to the County's health insurance **November, December, January, February, March:**

Low = No health coaching required to receive the incentive

Moderate = Four (4) health coaching sessions to receive the incentive

High = Six (6) health coaching session to receive the incentive

Hired/Added to the County's health insurance in **April, May, June, July:**

Low = No health coaching required to receive the incentive

Moderate = Two (2) health coaching sessions to receive the incentive

High = Three (3) health coaching session to receive the incentive

~~Approved by the County Commission: 12/18/2018~~

Hired/Added to the County's health insurance in **August, September, October:**

Low = No health coaching required to receive the incentive

Moderate = One (1) health coaching sessions to receive the incentive

High = One (1) health coaching session to receive the incentive

Incentive

- Employees/retirees with **single or family** County health insurance, ~~who have single health coverage~~ and do not participate in the biometric screening and coaching sessions as outlined above will pay an additional \$30 per month for the plan year (December – November).
- **For the 2020 plan year, the spouse is no longer required to participate in the biometric screening process to receive the incentive for 2021. However, the spouse must have completed his or her biometric screening in 2019 to receive the incentive for the 2020 plan year.**
- ~~Employees/retirees who have family health coverage and do not participate in the biometric screening and coaching sessions as outlined above will pay an additional \$30 per month for the plan year (December – November). The spouse of the employee must also complete the biometric screening to receive the incentive.~~

Each year thereafter, the employee/retiree/~~spouse~~ may choose to participate and not pay the additional \$30 per month for the plan year (December – November).

Baldwin County Employee 2020 Health and Wellness Incentive Program

Baldwin County is committed to the health and wellbeing of our employees and retirees. We view wellness as a core component of the employee benefits package. The Baldwin County Health and Wellness Incentive Program will support our employees/retirees by providing resources to live a healthy lifestyle. Baldwin County Symbol Health Clinics are dedicated to bringing quality health services to the workplace. Clinics are located in Bay Minette, Robertsedale, Gulf Shores, and Foley.

Eligibility

Services provided through the clinics are provided free to employees, retirees, spouses, and dependents who are on the County's health insurance plan.

Services Provided by Clinics

- Primary Care
- Disease Management
- Prevention
- Lab Services
- Prescription Medication
- Health Coaching

Employees with County health insurance will be required to clock out for visits to the Clinics with the exception of health coaching appointments. Each department will work to accommodate employees who need to visit the clinic for scheduled appointments. Employees must coordinate clinic visits with their department manager so that it is not in conflict with departmental activity. It is also within the manager's discretion to coordinate an employee's clinic visit due to departmental conflict.

Services Provided to Employees While on the Clock

- Health Coaching Sessions

Prescription Medications

Generic medication will be distributed on-site.

Medical Excuses

Medical excuses received from the Clinic must be turned in to the employee's department manager up on return from the clinic. Medical excuses issued for more than 3 days must be turned into Personnel for a review on a case by case basis.

Medical Accommodations

Employees must obtain any medical accommodations from their general physician or specialist. Medical accommodations issued by the clinic must be reviewed on a case by case basis.

For Approval 10/01/2019

Health Assessment (Biometric Screenings) and Employee/Retiree Responsibility

Employees/retirees who want to participate in the Health and Wellness Incentive program are required to complete a biometric screening at the Annual Employee Health and Wellness Fair. If health risk factors are discovered through the biometric screening process, employees/retirees will be required to participate in the health coaching offered by the Clinics. Spouses may voluntarily participate in the biometric screening and health coaching program.

At the time of the biometric screening, participants will be given a rating of low, moderate, or high risk.

- Employees/retirees in the low risk category are not required to participate in the coaching.
- Employees/retirees in the moderate risk category are required to participate in (4) coaching sessions within the year (November 1 – October 31).
- Employees/retirees in the high-risk category are required to participate in (6) coaching sessions within the year (November 1 – October 31).

If the employee/retiree decides not to participate, the employee will not receive the incentive as outlined each year by the Baldwin County Commission.

Prorated Health Coaching for New Hires

Hired /Added to the County's health insurance **November, December, January, February, March:**

Low = No health coaching required to receive the incentive

Moderate = Four (4) health coaching sessions to receive the incentive

High = Six (6) health coaching session to receive the incentive

Hired/Added to the County's health insurance in **April, May, June, July:**

Low = No health coaching required to receive the incentive

Moderate = Two (2) health coaching sessions to receive the incentive

High = Three (3) health coaching session to receive the incentive

Hired/Added to the County's health insurance in **August, September, October:**

Low = No health coaching required to receive the incentive

Moderate = One (1) health coaching sessions to receive the incentive

High = One (1) health coaching session to receive the incentive

Incentive

- Employees/retirees with single or family County health insurance, and do not participate in the biometric screening and coaching sessions as outlined above will pay an additional \$30 per month for the plan year (December – November).
- For the 2020 plan year, the spouse is no longer required to participate in the biometric screening process to receive the incentive for 2021. However, the spouse must have completed his or her biometric screening in 2019 to receive the incentive for the 2020 plan year.

Each year thereafter, the employee/retiree may choose to participate and not pay the additional \$30 per month for the plan year (December – November).

For Approval 10/01/2019

2020 BALDWIN COUNTY HEALTH/DENTAL INSURANCE RATES

EMPLOYEE HEALTH INSURANCE RATES

	TOTAL MONTHLY PREMIUMS	COUNTY PAYS MONTHLY	EMPLOYEE PAYS MONTHLY	EMPLOYEE PAYS BIWEEKLY
If employee AND spouse participated/completed 2018-2019 health incentive program or if the employee has family coverage and only covers dependents and no spouse:				
SINGLE	\$ 575	\$ 473	\$ 103	\$ 51.50
FAMILY	\$ 1,431	\$ 1,049	\$ 382	\$ 191
If employee NOR spouse participated/completed 2018-2019 health incentive program:				
SINGLE	\$ 575	\$ 445	\$ 133	\$ 66.50
FAMILY	\$ 1,431	\$ 985	\$ 442	\$ 221
If ONLY the employee or spouse participated/completed 2018-2019 health incentive program:				
FAMILY	\$ 1,431	\$ 1,016	\$ 412	\$ 206

EMPLOYEE DENTAL RATES

	TOTAL MONTHLY PREMIUMS	COUNTY PAYS MONTHLY	EMPLOYEE PAYS MONTHLY	EMPLOYEE PAYS BIWEEKLY
SINGLE	\$ 23	\$ -	\$ 23	\$ 11.50
FAMILY - ORTHO	\$ 85	\$ -	\$ 85	\$ 42.50
FAMILY - NON-ORTHO	\$ 68	\$ -	\$ 68	\$ 34

COBRA RATES

	HEALTH		DENTAL-Non	DENTAL-Ortho
SINGLE	\$ 586.91		\$ 23.46	
FAMILY	\$ 1,459.62		\$ 69.36	\$ 86.70

2020 BALDWIN COUNTY HEALTH/DENTAL INSURANCE RATES

25 YR RETIREE HEALTH INSURANCE RATES

If retiree AND spouse participated/completed 2019 health incentive program OR if the employee has family coverage and only covers dependents and no spouse:				
	TOTAL MONTHLY PREMIUMS	COUNTY PAYS MONTHLY	EMPLOYEE PAYS MONTHLY	
(25) SINGLE	\$ 575	\$ 475	\$ 100	
(25) FAMILY	\$ 1,431	\$ 475	\$ 956	
If retiree NOR spouse participated/completed 2019 health incentive program:				
(25) SINGLE	\$ 575	\$ 445	\$ 130	
(25) FAMILY	\$ 1,431	\$ 415	\$ 1,016	
If only the retiree OR spouse participated/completed 2019 health incentive program:				
(25) FAMILY	\$ 1,431	\$ 445	\$ 986	

30 YR RETIREE HEALTH INSURANCE RATES

If retiree AND spouse participated/completed 2019 health incentive program OR if the employee has family coverage and only covers dependents and no spouse:				
	TOTAL MONTHLY PREMIUMS	COUNTY PAYS MONTHLY	EMPLOYEE PAYS MONTHLY	
(30) SINGLE	\$ 575	\$ 575	\$ -	
(30) FAMILY	\$ 1,431	\$ 575	\$ 856	
If retiree NOR spouse participated/completed 2019 health incentive program:				
(30) SINGLE	\$ 575	\$ 545	\$ 30	
(30) FAMILY	\$ 1,431	\$ 515	\$ 916	
If only the retiree OR spouse participated/completed 2019 health incentive program:				
(30) FAMILY	\$ 1,431	\$ 545	\$ 886	



Baldwin County Commission

Agenda Action Form

File #: 19-2125, **Version:** 1

Item #: BO8

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Employee Assistance Plan (EAP) Consideration - Award to Vendor

STAFF RECOMMENDATION

Take the following actions:

- 1) Award the County sponsored Employee Assistance Plan (EAP) to Behavioral Health Systems with said coverage to be effective January 1, 2020, for a two-year rate guarantee; and
- 2) Authorize the Chairman to sign all documents related to the County sponsored Employee Assistance Plan (EAP) with Behavioral Health Systems.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: During the August 8, 2019, Budget Deliberation Meeting, Cobbs Allen presented an Employee Assistance Plan (EAP) proposal for consideration to begin on January 1, 2020. The Commission agreed to five (5) visits per year, which will help the employee in an immediate need for services, to help bridge the time gap for insurance.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Deidra Hanak and Alainna Elliott

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-2122, **Version:** 1

Item #: BO9

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Life, Accidental Death & Dismemberment, Short- and Long-Term Disability and Vision Insurances
Consideration - Award to Vendor

STAFF RECOMMENDATION

Take the following actions:

- 1) Terminate the agreement with Lincoln Financial Group for County sponsored and Voluntary Life, Accidental Death & Dismemberment and Short- and Long-Term Disability Insurance, said termination date effective December 31, 2019; and
- 2) Terminate the agreement with VSP for County sponsored Vision Insurance, said termination date effective December 31, 2019; and
- 3) Authorize the Chairman to execute a notification of termination letter to Lincoln Financial Group and VSP; and
- 4) Award the County sponsored and Voluntary Life, Accidental Death & Dismemberment (with BTA Line of Duty coverage), Short- and Long-Term Disability Insurance and Vision Insurance to MetLife with said coverage to be effective January 1, 2020, for a three-year rate guarantee; and
- 5) Authorize the Chairman to sign all documents related to the County sponsored and Voluntary Life, Accidental Death & Dismemberment, Short- and Long-Term Disability Insurance and Vision Insurance with MetLife.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: During the February 5, 2019, Baldwin County Regular Meeting, Lincoln Financial Group was approved to be the vendor for Life, AD&D, STD and LTD for the Baldwin County Commission retroactively beginning January 1, 2019, and effective for one year. This coverage is up

for renewal starting January 1, 2020, and Cobbs Allen obtained quotes and brought to the Commission the lowest renewal rate with comparable benefits. This coverage was up for renewal and Cobbs Allen obtained quotes and brought to the Commission the lowest renewal rate with comparable benefits. This will result in an increase in cost for County sponsored Life, AD&D and Long-Term Disability in the amount of approximately \$14,519.00. Rates will decrease for Short-Term Disability, Voluntary Life, and Vision insurances.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Deidra Hanak

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

Additional instructions/notes: N/A



Baldwin County Alabama

**Basic Life, Basic AD&D, Supplemental Term Life, Supplemental Dependent Life,
Vision, Short Term Disability, Long Term Disability**

Proposal produced on September 19, 2019
This quote is valid for 90 days from date of proposal

Baldwin County Alabama Rate Summary

Coverage	Participating Lives	Covered Volume	Rates	Annual Premium
Life Option 1 5388391				
Basic Life (per \$1,000 of Covered Volume)	937	\$27,426,000	\$0.124	\$40,810
Rates are guaranteed from January 1, 2020 - December 31, 2022				
Basic AD&D (per \$1,000 of Covered Volume)	937	\$27,426,000	\$0.033	\$10,861
Rates are guaranteed from January 1, 2020 - December 31, 2022				
Supplemental Life (per \$1,000 of Covered Volume)	505	\$50,707,000		
All Active Full Time Employees				
Less than 30	48	\$4,970,000	\$0.060	
30-34	64	\$8,220,000	\$0.060	
35-39	58	\$7,000,000	\$0.090	
40-44	64	\$7,130,000	\$0.123	
45-49	74	\$7,150,000	\$0.187	
50-54	78	\$7,450,000	\$0.297	
55-59	62	\$4,765,000	\$0.552	
60-64	41	\$3,100,000	\$0.660	
65-69	11	\$670,000	\$1.270	
70+	5	\$252,000	\$2.108	
Rates are guaranteed from January 1, 2020 - December 31, 2022				
Important Information concerning Supplemental Life enrollments: For take-over supplemental life plans: This quote does not include an open enrollment and late enrollees will be required to provide Evidence of Insurability (EOI). However, for in-force \$10,000 increment plans, current participating employees may increase their in-force supplemental coverage an additional increment for the employee coverage only, up to the non-medical maximum stated in the policy. All increases are subject to the terms of the policy.				

Supplemental Dependent Life (per \$1,000 of Covered Volume)				
All Active Full Time Employees				
Spouse*:				
Less than 30			\$0.060	
30-34			\$0.060	
35-39			\$0.090	
40-44			\$0.123	
45-49			\$0.187	
50-54			\$0.297	
55-59			\$0.552	
60-64			\$0.660	
65-69			\$1.270	
70+			\$2.108	
Child			\$0.240	
Rates are guaranteed from January 1, 2020 - December 31, 2022				
* Spouse rates are based on the employee's age.				
Vision 5419631				
Vision (Per Employee Per Month)	476			\$83,621
▪ Employee Only	197		\$9.19	
▪ Employee + 1 Dependent	143		\$13.33	
▪ Employee + Family	136		\$23.91	
Rates are guaranteed from January 1, 2020 - December 31, 2022				
VSTD Option 1 RQ1 5426991				
Short Term Disability (per \$10 Covered Weekly Benefit)	354	\$150,923		\$34,776
Less than 30		\$17,876	\$0.307	
30-34		\$16,330	\$0.292	
35-39		\$19,143	\$0.277	
40-44		\$20,535	\$0.285	
45-49		\$16,430	\$0.322	
50-54		\$21,385	\$0.367	
55-59		\$19,894	\$0.457	
60-64		\$13,635	\$0.555	
65+		\$5,696	\$0.630	
Rates are guaranteed from January 1, 2020 - December 31, 2022				
LTD Option 1 5441135				
Long Term Disability (per \$100 Covered Monthly Payroll) – multi-product pricing with Life and Vision	937	\$3,416,609	\$0.203	\$83,229
Rates are guaranteed from January 1, 2020 - December 31, 2022				

Summary of Benefits Life / AD&D Insurance

Basic Life	
All Active Full Time Employees (30 Hours)	<ul style="list-style-type: none"> Flat \$30,000 Medical Evidence Level: \$30,000 Reduces by 35% at Age 65, 60% at Age 70, 80% at Age 75 Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 70) Conversion is included in this quote Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	

Basic AD&D	
All Active Full Time Employees (30 Hours)	<ul style="list-style-type: none"> 100% of the Basic Life benefit. Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 70)
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	

	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
Basic Life	\$0.124	\$27,426,000	\$3,401	\$40,810
Rates are guaranteed from January 1, 2020 - December 31, 2022 (36 months)				
Basic AD&D¹	\$0.033	\$27,426,000	\$905	\$10,861
Rates are guaranteed from January 1, 2020 - December 31, 2022 (36 months)				
Please note that the MetLife AD&D insurance premium includes a fee for the Travel Assistance [and Identity Theft Solutions] services, provided by AXA Assistance USA, Inc.				
¹ Travel Assistance and Identity Theft Solutions services are administered by AXA Assistance USA, Inc. Certain benefits provided under the Travel Assistance program are underwritten by Certain Underwriters at Lloyd's of London (not incorporated) through Lloyd's Illinois, Inc. Neither AXA Assistance USA Inc. nor the Lloyd's entities are affiliated with MetLife, and the services and benefits they provide are separate and apart from the insurance provided by MetLife.				

Supplemental Term Life

All Active Full Time Employees
(30 Hours)

- \$10,000 increments to a maximum of the lesser of 7.00 times pay or \$500,000
- A minimum benefit of \$10,000
- Medical Evidence Level: \$250,000
- No Age Reduction
- Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 70)
- Conversion and Portability are included in this quote
- Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000

Supplemental Life	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
Less than 30	\$0.060	\$4,970,000	\$11,906	\$142,878
30-34	\$0.060	\$8,220,000		
35-39	\$0.090	\$7,000,000		
40-44	\$0.123	\$7,130,000		
45-49	\$0.187	\$7,150,000		
50-54	\$0.297	\$7,450,000		
55-59	\$0.552	\$4,765,000		
60-64	\$0.660	\$3,100,000		
65-69	\$1.270	\$670,000		
70+	\$2.108	\$252,000		
Rates are guaranteed from January 1, 2020 - December 31, 2022 (36 months)				

Supplemental Dependent Life	
All Active Full Time Employees (30 Hours)	<p>Spouse Benefit:</p> <ul style="list-style-type: none"> \$5,000 increments to a maximum of \$250,000, not to exceed 50% of employee's Optional Life Benefit A minimum benefit of \$5,000 Spouse Medical Evidence Level: \$50,000 Spouse Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000 <p>Child Benefit:</p> <ul style="list-style-type: none"> Child 15 days to 6 months old: \$1,000 Child more than 6 months old: Options of \$1,000, \$2,000, \$4,000, \$5,000 or \$10,000. Child limiting age: 26, 26 if a full-time student Child Medical Evidence Level: \$10,000 <ul style="list-style-type: none"> No Age Reduction Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 70) Conversion and Portability are included in this quote

Supplemental Dependent Life	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
Spouse*:				
Less than 30	\$0.060			
30-34	\$0.060			
35-39	\$0.090			
40-44	\$0.123			
45-49	\$0.187			
50-54	\$0.297			
55-59	\$0.552			
60-64	\$0.660			
65-69	\$1.270			
70+	\$2.108			
Child**:	\$0.240			
Rates are guaranteed from January 1, 2020 - December 31, 2022 (36 months)				
* Spouse rates are based on the employee's age.				
** Child(ren) rates are per \$1,000 of coverage, per child unit. A child unit may consist of more than one child.				

Plan Features and Limitations

Portability: Option to continue term insurance under a different policy when coverage terminates. Minimums, maximums, and other conditions apply. Portability is not available for residents of Alaska.

Grief Counseling: Automatically included with Basic Life at no additional cost to the employer or employee. Available in all situs states on Basic Life except ND. Automatically included with Supplemental Life at no additional cost to the employee. Available in all situs states on Supplemental Life except for FL and ND.

Grief counseling is offered by LifeWorks US Inc.¹. Grief counseling provides eligible beneficiaries a form of counseling that aims to help people cope with grief and mourning following the death of a loved one.

¹ Grief Counseling services are provided through an agreement with LifeWorks US Inc. LifeWorks US Inc. is not an affiliate of MetLife and the services LifeWorks US Inc. provides are separate and apart from the insurance provided by MetLife.

Will Preparation: Automatically included with Supplemental Life. Face to Face meeting with a Hyatt attorney.

Will Preparation is offered by Hyatt Legal Plans, Inc., Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island. For New York sitused cases, the Will Preparation service is an expanded offering that includes office consultations and telephone advice for certain other legal matters beyond Will Preparation.

MetLife Estate Resolution ServicesSM: Automatically included with Supplemental Life. Face to Face meeting with a Hyatt attorney

Estate Resolution Services is offered by Hyatt Legal Plans, Inc., Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island.

Funeral Discounts and Planning Services[#]:

As a MetLife group life policyholder, you and your family may have access to funeral discounts, planning and support to help honor a loved one's life - at no additional cost to you. Dignity Memorial provides you and your loved ones access to discounts of up to 10% off of funeral, cremation and cemetery services through the largest network of funeral homes and cemeteries in the United States.

When using a Dignity Memorial Network you have access to convenient planning services - either online at www.finalwishesplanning.com, by phone (1-866-853-0954), or by paper - to help make final wishes easier to manage. You also have access to assistance from compassionate funeral planning experts to help guide you and your family in making confident decisions when planning ahead as well as bereavement travel services - available 24 hours, 7 days a week, 365 days a year - to assist with time-sensitive travel arrangements to be with loved ones.

[#] Services and discounts are provided through a member of the Dignity Memorial® Network, a brand name used to identify a network of licensed funeral, cremation and cemetery providers that are affiliates of Service Corporation International (together with its affiliates, "SCI"), 1929 Allen Parkway, Houston, Texas. The online planning site is provided by SCI Shared Resources, LLC. SCI is not affiliated with MetLife, and the services provided by Dignity Memorial members are separate and apart from the insurance provided by MetLife. Not available in some states. Planning services, expert assistance, and bereavement travel services are available to anyone regardless of affiliation with MetLife. Discounts through Dignity Memorial's network of funeral providers are pre-negotiated. Not available where prohibited by law. If the group policy is issued in an approved state, the discount is available for services held in any state except KY and NY, or where there is no Dignity Memorial presence (AK, MT, ND, SD, and WY). For TN, the discount is available for "At Need" services only. Not approved in AK, FL, KY, MT, ND, NY and WA.

Total Control Account (TCA):

- ☐ Death claim proceeds paid via the TCA Settlement Option - an interest-bearing account with draft-writing privileges

- ☐ Relieves beneficiaries of the need to make immediate decisions about what to do with a lump-sum check, while giving them the flexibility to access funds as needed and earn interest on the proceeds as they assess their financial situation
- ☐ Provides full and immediate access to the death proceeds
- ☐ Principal and interest earned are guaranteed by the financial strength and claims paying ability of the Metropolitan Life Insurance Company
- ☐ Beneficiary receives a draftbook, along with a Customer Agreement and other materials describing the Account
- ☐ Unlimited draft writing privileges
- ☐ No charges for processing TCA drafts, no monthly maintenance fees, and no charge for ordering additional TCA drafts
- ☐ Accountholders receive periodic statements itemizing account activity and a free Life **Advice** newsletter
- ☐ Information about the TCA is available electronically through MetLife's easy to use eSERVICE web site
- ☐ Customer Service Representatives specially trained to provide service to beneficiaries are available through a special toll-free number
- ☐ At their convenience, Accountholders are able to touch or speak their requests into the phone such as, "hear account balance", "get recent transactions", and "order drafts."

Subject to state law, and/or group policyholder direction, the TCA is provided for all Life and AD&D benefits of \$5,000 or more. The TCA is not insured by the Federal Deposit Insurance Corporation or any government agency. The assets backing the TCA are maintained in the Metropolitan Life Insurance Company (MetLife) general account and are subject to MetLife's creditors. MetLife bears the investment risk of the assets backing the TCA, and expects to receive a profit. Regardless of the investment experience of such assets, the interest credited to Total Control Accounts will never fall below the guaranteed minimum rate. Guarantees are subject to the financial strength and claims paying ability of MetLife.

Accelerated Benefits Option: If included, the minimum that can be accelerated is \$20,000.

The definition of earnings used to define benefits will be **Basic Monthly Earnings**.

Waiver of Premium: Group life coverage is continued for an employee meeting the contractual definition of total disability. No further premium payment for that employee is required. The onset of the disability must occur prior to the age as defined in the Summary of Benefits. The disability must last continuously through the defined waiting period, and the employee must submit a request for the extension within 12 months of the onset of the total disability.

Enrolling in the Plan:

- A statement of health will need to be submitted by employees who:
 - Request coverage amounts during their initial 31-day enrollment that exceed the stated MEOI level.
 - Apply for coverage after the period which begins on the first day on which they are eligible for the coverage (or the first day following a qualifying event, if applicable) and ends at the earlier of the next following annual enrollment period or the day before the next following Policy Anniversary. In no event will this period be more than a year, or less than 31 days.
 - Have indicated a medical condition on their enrollment form.
- Employees who are Actively-at-Work but who are not currently enrolled in the plan and experience a Qualifying Event must submit a statement of health in order to enroll for any amount of coverage.

Benefit Increases:

- Supplemental Term Life: Employees, Actively at Work, who are participating in the plan may increase their coverage up two benefit level without submitting a statement of health, provided the increased benefit does not exceed the Medical Evidence Level, as defined in the Summary of Benefits.

<ul style="list-style-type: none"> Basic Life, Dependent Supplemental Term Life: Employees, Actively at Work, who are participating in the plan and want to increase their coverage by any amount will have to submit a statement of health.
The coverage will be subject to a contestability clause in accordance with the law.
<p>Except in Washington: Supplemental and Dependent Life Insurance will not be paid to the Beneficiary if an insured commits suicide within 2 years (1 year in Missouri if the insured intended to commit suicide when enrolling for such insurance, 1 year in North Dakota and Colorado) of the effective date of this certificate. Instead, we will pay the Beneficiary an amount equal to any contributions paid, without interest.</p> <p>Except in Washington: if an insured commits suicide within 2 years (1 year in Missouri if the insured intended to commit suicide when enrolling for an increase in insurance, 1 year in North Dakota and Colorado) from the effective date of any increase in the amount of Supplemental and Dependent Life Insurance, such increased amount will not be paid to the Beneficiary. Instead we will pay the Beneficiary: an amount equal to all contributions paid for the increased amount, without interest; plus, the amount of Supplemental Life Benefits that was in effect on the day before the effective date of such increased amount.</p>
The employee must be covered for benefits in order for dependents to be covered.
Dependent benefits terminate at the earlier of: the employee's retirement or when the employee's coverage terminates.
Dependent Eligibility Deferment – Dependent is not confined to hospital, confined to home or receiving disability income from any source.
No eligible individual may be covered more than once under this plan. If a person is covered as an employee, he/she cannot be covered as a spouse or dependent. If an employee and spouse are employed by the same employer, their eligible dependents may be insured as dependents of only one employee.
Dependent benefit cannot exceed the lesser of the amount for which the employee is insured or any applicable state law limit.

Table of Covered Losses for AD&D	
Covered Loss	Basic AD&D
Life	100%
Hand	50%
Foot	50%
Arm	75%
Leg	75%
Sight of One Eye	50%
Combination of a Hand, Foot, and/or Eye	100%
Thumb & Index Finger on the Same Hand	25%
Speech and Hearing	100%
Speech	50%
Hearing	50%
Paralysis of Both Arms and Both Legs	100%
Paralysis of Both Legs	50%
Paralysis of the Arm & Leg on Either Side of the Body	50%
Paralysis of One Arm or Leg	25%
Brain Damage	100%
Coma	1% monthly up to 60 months
* Maximum Amount payable for all Covered Losses sustained in one accident is capped at 100% of the Full Amount	
Additional Benefits	
Benefit	Basic AD&D
Air Bag Use	5% up to \$10,000
Seat Belt Use	10% up to \$25,000
Common Carrier	100% of Full Amount
Child Care Center	\$5,000 per year for 4 Yrs up to 12% of Full Amount

Limitations and Exclusions	
Limitations	<ul style="list-style-type: none"> The Accidental Death & Dismemberment loss must occur within 365 days after the date of the accident and be a direct result of bodily injury sustained from that accident, independent of other causes.
Exclusions	<p>Accidental Death & Dismemberment insurance does not include payment for any loss which in any way results from or is caused by or contributed to by:</p> <ul style="list-style-type: none"> physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity; infection, other than infection occurring in an external accidental wound; suicide or attempted suicide; intentionally self-inflicted injury; service in the armed forces of any country or international authority. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country; any incident related to: 1) travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger; 2) travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight; 3) parachuting or otherwise exiting from an aircraft while such aircraft is in flight except for self-preservation; 4) travel in an aircraft or device used for testing or experimental purposes; by or for any military authority; or for travel or designed for travel beyond the earth's atmosphere; committing or attempting to commit a felony; the voluntary intake or use by any means of: 1) any drug, medication or sedative, unless it is: taken or used as prescribed by a Physician, or an "over the counter" drug, medication or sedative, taken as directed; 2) alcohol in combination with any drug, medication, or sedative; or 3) poison, gas, or fumes; war, whether declared or undeclared; or act of war, insurrection, rebellion, riot; driving a vehicle or operating another device while intoxicated as defined by the laws of the jurisdiction in which the vehicle or other device was being operated.

Highlights
Broker Commissions included in the rate: Flat 15.00%
Expected Participation Basic Life: 100% Basic AD&D: 100% Supplemental Term Life: 54% and at least 10 covered lives. Supplemental Dependent Life: 54%
Employee Contributions Basic Life: 0% Basic AD&D: 0% Supplemental Term Life: 100% Supplemental Dependent Life: 100%
Situs is ALABAMA
Financial Arrangement: Non-retrospectively Experience Rated
Final rates will be based on actual enrollment and contribution levels.
Submit complete enrollment materials by the 15 th of the month preceding the effective date to ensure prompt Underwriting review.
Benefits terminate at retirement for: Basic Life Basic AD&D Supplemental Term Life Supplemental Dependent Life
AD&D Benefits terminate when the corresponding Life Benefits terminate.
Actively at Work On the Group Policy Effective Date, MetLife will cover those not Actively at Work in accordance with the following guidelines: <ul style="list-style-type: none"> • All Employees will be covered under the transition rules for the MetLife Group Policy, regardless of their Actively At Work status, provided: <ul style="list-style-type: none"> ○ Their coverage was in force under the prior plan on the day before the MetLife Group Policy effective date, and ○ A Waiver of Premium disability claim was not previously approved by the prior carrier. Individuals who have previously been approved for Waiver of Premium will retain life insurance protection under the prior carrier's policy. • The Group Life insurance provided under the transition rules for the MetLife Group Policy is equal to the <u>lesser</u> of: <ul style="list-style-type: none"> ○ The coverage amount under the prior plan, and ○ The coverage amount under the MetLife plan for the applicable employee class and coverage type • For each participant <u>not</u> Actively At Work on the MetLife Group Policy effective date, transition coverage would continue under these rules until the <u>earliest</u> of the following to occur: <ul style="list-style-type: none"> ○ The date the employee returns to work as an active Full-Time Employee, at which time active employee coverage will supersede the transition coverage ○ The last day of the 12 month period following the MetLife coverage effective date ○ The last day the employee would have been covered under the prior policy had it not terminated (in other words, the date an individual's coverage under the prior policy would have ceased for some reason <u>unrelated</u> to the policy ending)

- The date coverage would end pursuant to the termination provisions of the MetLife certificate
- The date extension protection is provided under the Waiver of Premium provision of the prior carrier's policy (i.e. approval of a premium waiver claim on account of a disability that occurred while the employee's coverage under the prior policy was in force)

If not already provided, please provide a listing of Non-Actively at Work employees that includes age, gender, amount of insurance, date of, and reason for disability of all such disabled individuals, for risk evaluation.

Summary of Benefits VISION

Vision		
Class Description	All Active Full Time Employees (30 Hours)	
Plan Name	M150A-10/10-M	
Reimbursement	In-Network Coverage (Using a Network Provider)	Out-of-Network Reimbursement (Using a Non-Network Provider)
Eye Examination		
Comprehensive exam of visual functions and prescription of corrective eyewear.	\$10 copay	\$45 allowance
Retinal Imaging This screening is used to take pictures of the inside of the eye particularly the retina to look for possible changes.	Up to \$39 copay	Applied to the exam allowance
Materials / Eyewear (Either Glasses or Contacts)		
Standard Corrective Lenses		
• Single vision	\$10 copay	\$30 allowance
• Lined bifocal	\$10 copay	\$50 allowance
• Lined trifocal	\$10 copay	\$65 allowance
• Lenticular	\$10 copay	\$100 allowance

Standard Lens Enhancement		
• Ultraviolet coating	Covered in Full	Applied to the allowance for the applicable corrective lens
• Polycarbonate (child up to age 18)	Covered in Full	Applied to the allowance for the applicable corrective lens
Additional Lens Enhancements¹		
• Progressive Standard	Up to \$55 copay	\$50 allowance
• Progressive Premium/Custom	Premium: Up to \$95-\$105 copay Custom: Up to \$150-\$175 copay	\$50 allowance
• Polycarbonate (adult)	Single Vision: Up to \$31 copay Multifocal: Up to \$35 copay	Applied to the allowance for the applicable corrective lens
• Scratch-resistant coating (variable by type)	Up to \$17 - \$33 copay	Applied to the allowance for the applicable corrective lens
• Tints (variable by type)	Single Vision: Up to \$17 - \$34 copay Multifocal: Up to \$17 - \$44 copay	Applied to the allowance for the applicable corrective lens
• Anti-reflective coating (variable by type)	Up to \$41 - \$85 copay	Applied to the allowance for the applicable corrective lens
• Photochromic (variable by type)	Up to \$47 - \$82 copay	Applied to the allowance for the applicable corrective lens
Frame Allowance (You will receive an additional 20% off any amount that you pay over your allowance. This offer is available from all participating locations except Costco, Walmart and Sam's Club.)		
• Costco, Walmart* and Sam's Club*	\$150 allowance	\$70 allowance
• *Network available nationwide effective 8/1/2019 except for Arkansas which will be available 1/1/2020.	\$85 allowance	
Contact Lenses		
• Elective	\$150 allowance	\$105 allowance
• Necessary	Covered in full after eyewear copay	\$210 allowance
• Contact Fitting and Evaluation	Standard or Premium fit: Covered in full with a maximum copay of \$60	Applied to the contact lens allowance
Value Added Features		
Additional Savings on Glasses and Sunglasses¹		
Get 20% off the cost for additional pairs of prescription glasses and non-prescription sunglasses, including lens enhancements. At times, other promotional offers may also be available.		

Laser Vision correction²	Savings averaging 15% off the regular price or 5% off a promotional offer for laser surgery including PRK, LASIK and Custom LASIK. Offer is only available at MetLife participating locations.
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¹Member costs for listed lens enhancements will be limited to copays that MetLife has negotiated with participating providers. These copays can be viewed by members after enrollment at www.metlife.com/mybenefits. All lens enhancements are available at participating private practices. Maximum copays and pricing are subject to change without notice. Please check with your provider for details and copays applicable to your lens choice. Please contact your local Costco, Walmart and Sam's Club to confirm the availability of lens enhancements and pricing prior to receiving services. Additional discounts may not be available in certain states.

² Custom LASIK coverage only available using wave front technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member. Laser vision care discounts are only available from participating locations.

Supplemental Rider Benefit Information	
In-Network	Out-of-Network
Low Vision Once every 24 months <ul style="list-style-type: none"> Provides additional benefits to members who are not legally blind, but whose eyesight cannot be corrected to 20/70 with the use of optical lenses. Not available at retail chains including Costco, Walmart and Sam's Club. Supplemental evaluation: Covered in full up to a benefit maximum. Maximum of two tests within a two-year period. Supplemental aids: 75% of allowable amount up to benefit maximum. Benefit maximum: \$1,000 every two years. 	Low vision: -Supplemental evaluation and aids: Same as in-network benefits.

Vision	Rate per Employee	Lives	Est Monthly Premium	Est Annual Premium
▪ Employee Only	\$9.19	197	\$6,968	\$83,621
▪ Employee + 1 Dependent	\$13.33	143		
▪ Employee + Family	\$23.91	136		
▪ Total		476		
Rates are guaranteed from January 1, 2020 - December 31, 2022 (36 months)				

Frequency / Exclusions

Class Description: All Active Full Time Employees	
	Frequencies
▪ Examinations	▪ 1 per 12 Months
▪ Standard Corrective Lenses	▪ 1 per 12 Months
▪ Frames	▪ 1 per 12 Months
▪ Contact Lenses	▪ 1 per 12 Months
Either glasses or contacts allowed per frequency	

Exclusions
<ul style="list-style-type: none"> Services and/or materials not specifically included in the Summary of Benefits as covered Plan Benefits. Any portion of a charge in excess of the Maximum Benefit Allowance or reimbursement indicated in the Summary of Benefits. Plano lenses (lenses with refractive correction of less than $\pm .50$ diopter) Two pairs of glasses instead of bifocals. Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost, stolen or damaged, except at the normal intervals when Plan Benefits are otherwise available. Orthoptics or vision training and any associated supplemental testing. Medical or surgical treatment of the eyes. Prescription and non-prescription medications. Contact lens insurance policies or service agreements. Refitting of contact lenses after the initial (90-day) fitting period. Contact lens modification, polishing or cleaning. Local, state and/or federal taxes, except where MetLife is required by law to pay. Any eye examination or any corrective eyewear required as a condition of employment. Services and supplies received by You or Your Dependent before the Vision Insurance starts for that person. Missed appointments. Services or materials resulting from or in the course of a Covered Person's regular occupation for pay or profit for which the Covered Person is entitled to benefits under any Workers' Compensation Law, Employer's Liability Law or similar law. You must promptly claim and notify the Company of all such benefits. Services: (a) for which the employer of the person receiving such services is not required to pay; or (b) received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital. Services or materials received as a result of disease, defect, or injury due to war or an act of war (declared or undeclared), taking part in a riot or insurrection, or committing or attempting to commit a felony. Services and materials obtained while outside the United States, except for emergency vision care. Services, procedures, or materials for which a charge would not have been made in the absence of insurance.
Highlights
Broker Commissions included in the rate: Flat 10.00%
Expected Participation: 51%
Employee Contributions: 100%
Financial Arrangement: Non-retrospectively Experience Rated
Situs is ALABAMA
SIC Code: 9111
Dependent Child Definition: A Child is covered up to age 26; A student is covered up to age 26.
This quote assumes the plan is a Section 125 plan.
An Open Enrollment period occurring annually is included

Summary of Benefits Short Term Disability

Short Term Disability	
Class Description	All Active Full Time Employees (30 Hours)
Weekly Benefit Amount	60%
Maximum Weekly Benefit	\$500
Minimum Weekly Benefit*	\$20
Elimination Period	Accident – 30 days
	Sickness – 30 days
Benefit Duration	22 weeks
Rehabilitation Incentives included in quote (details in limitations and definitions)	Work Incentive Rehabilitation Program Incentive Family Care Incentive Moving Expense Incentive
* The minimum weekly benefit is subject to overpayment situations and any applicable rehabilitation incentives.	

Short Term Disability	Rate per \$10 Of Covered Weekly Benefit	Covered Weekly Benefit	Est Monthly Premium	Est Annual Premium
STD				
Less than 30	\$0.307	\$17875.75	\$5,480	\$65,757
30-34	\$0.292	\$16329.79		
35-39	\$0.277	\$19142.66		
40-44	\$0.285	\$20534.91		
45-49	\$0.322	\$16429.92		
50-54	\$0.367	\$21384.57		
55-59	\$0.457	\$19894.17		
60-64	\$0.555	\$13635.12		
65+	\$0.630	\$5695.68		
Rates are guaranteed from January 1, 2020 - December 31, 2022 (36 months)				

All Active Full Time Employees	
Limitations and Definitions	
Definition of Disability	<p>Due to a Sickness, or as a direct result of accidental injury:</p> <ul style="list-style-type: none"> the employee is receiving Appropriate Care and Treatment and complying with the requirements of such treatment, and is unable to earn more than 80% of their predisability earnings at their Own Occupation for any employer.
Pre-Existing Condition	3/12
Pre-Existing Condition Limitation	<p>Pre-existing Condition means a Sickness or accidental injury for which the employee:</p> <ul style="list-style-type: none"> Received medical treatment, consultation, care, or services; or Took prescription medication or had medications prescribed <p>in the 3 months before insurance or any increase in the amount of insurance under the certificate takes effect.</p> <p>We will not pay benefits, or any increase in benefit amount due to an elected increase in the amount of insurance for a Disability that results from a Pre-existing Condition, if the employee has been Actively at Work for less than 12 consecutive months after the date their Disability insurance or the elected increase in the amount of such insurance takes effect under the certificate.</p>
Reduction of Benefits:	<p>Benefits will be reduced by income and recoveries from certain other sources including but not limited to: Social Security disability or retirement benefits received or eligible to receive because of Disability; any state, public or federal employee retirement or disability plan benefits received or eligible to receive because of Disability, including State Teachers Retirement System (STRS), Public Employee Retirement System (PERS) or Federal Employee Retirement System (FERS); group insurance policies; certain early retirement plans; no-fault auto laws; governmental compulsory benefit plan or program; other disability programs or plans, sick pay, or other salary continuation; Workers' Compensation benefits; occupational disease laws; maritime maintenance and cure; third party recoveries; and unemployment insurance laws or programs.</p> <p>If there is a reasonable basis for You to apply for benefits under the Federal Social Security Act, a government compulsory plan or program, or STRS, PERS or FERS Benefit Plans or Programs, We expect You to apply for them. To apply for Social Security benefits means to pursue such benefits until You receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge. With respect to benefits under a government compulsory plan or program, or STRS, PERS or FERS Benefit Plans or Programs, to apply means to pursue such benefits through all applicable levels of appeal provided for under such benefit plans or programs.</p> <p>We will reduce the amount of Your Disability benefit by the amount of Social Security benefits, we estimate that You, Your Spouse or child(ren) are eligible to receive because of Your Disability or retirement. We will reduce Your Disability benefits by such estimated Social Security benefits starting with the first Disability benefit payment coincident with the date You were eligible to receive Social Security benefits</p>

	We will reduce Your Disability benefit by the amount of such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefit that We estimate You are eligible to receive, provided that We have the reasonable means to make such an estimate. We will start to do this with the first Disability benefit payment under this certificate coincident with the date You were eligible to receive such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefits under any such plans or programs.
Occupational Benefits:	Non-Occupational Coverage
Definition of Pre-disability Earnings	<p>The amount of the employee's gross salary or wages from his/her employer as of the day before his/her disability began. Pre-disability earnings includes: W2 Reportable Income.</p> <p>The term does not include:</p> <ul style="list-style-type: none"> • The grant, award, sale, conversion, and/or exercise of shares of stock or stock options; • The Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; or • Any other compensation from the Employer.
Work Incentive	While disabled and receiving a Weekly Benefit, employees may receive up to 100% of Pre-disability Weekly Earnings, including family care expense reimbursement, Rehabilitation incentive, return-to-work earnings, and other income benefits.
Rehabilitation Incentive	10% increase in the Weekly Benefit if participating in an approved Rehabilitation Program.
Family Care Incentive	If the employee works or participates in a Rehabilitation Program while they are Disabled, starting with the 4th Weekly Benefit payment, reimbursement may be provided for up to \$100 per week for eligible Family Care expenses incurred by an employee for each eligible family member during the benefit period.
Moving Expense Incentive	If the employee participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for expenses incurred in order to move to a new residence if recommended as part of the Rehabilitation Program.
Temporary Recovery	If the employee returns to Active Work before completing the Elimination Period and then becomes Disabled, they will have to complete a new elimination period. If the employee returns to Active Work, after they begin to receive Weekly Benefits, for a period of 50 days or less than becomes Disabled again due to the same or related condition, they will not have to complete a new Elimination Period.
Continuity of Coverage	Provided for groups where this plan will replace an inforce insured plan in force on the day immediately preceding the effective date of this plan.
Organ Donor Benefit	10% increase in the Weekly Benefit if Disability is a result of an Organ Transplant Procedure.

Exclusions

We will not pay for any Disability caused or contributed to by:

- War, whether declared or undeclared, or act of war, insurrection, rebellion, or terrorist act;
- Your active participation in a riot;
- Intentionally self-inflicted injury;
- Any injury for which You are entitled to benefits under Workers' Compensation or a similar law
- Attempted suicide; or
- Commission of or attempt to commit a felony.

We will not pay Short Term Benefits for any Disability caused or contributed to by elective treatment or procedures, such as:

- Cosmetic surgery or treatment primarily to change appearance;
- Reversal of sterilization;
- Liposuction;
- Visual correction surgery; and
- In vitro fertilization, embryo transfer procedure, or artificial insemination.

However, pregnancies and complications from any of these procedures will be treated as a Sickness.

Short Term Disability Coverage Highlights	
Broker Commissions included in the rate: Flat 15.00%	
Expected Participation: 38%	
Employee Contributions: 100%	
Financial Arrangement: Non-retrospectively Experience Rated	
Situs is ALABAMA	
States with Mandated Employees: This quote specifically addresses short-term disability coverage that is supplemental to any state mandated benefits and does not replace the employer's responsibility to provide state mandated benefits coverage for non-occupational disabilities to their employees in these states: STD	
All Active Full Time Employees:	
Actively at Work provision applies	
Taxability: Post-Tax Payroll Deduction	
Employer FICA Match: MetLife is not the agent for purposes of remitting the Employer share of FICA. MetLife is not the agent for tax remitting, therefore the Employer is responsible for issuing W-2s, remitting and reporting the Employer share of FICA, reporting wages and taxes on their Form 941 and state or federal unemployment tax remitting and reporting. If requested, MetLife will automatically withhold and remit federal and state taxes and the employee share of FICA from taxable benefit payments. MetLife will issue the W-2s for taxable benefits using the Employer's name and EIN at no charge if requested by the Employer, but we are not the agent, therefore the Employer still retains all the responsibilities noted above minus the W-2 responsibility. If the Employer uses the services of a payroll vendor, they should discuss this with the vendor to determine if it will cause any reporting issues.	
Rehabilitation Program Participation: Disability benefit payments will end on the date the employee ceases or refuses to participate in a Rehabilitation Program that MetLife requires.	
MetLife has made every effort to quote a plan that matches the substance of the requested plan design to the best of our ability, based on the plan documentation made available at the time of quote. The actual language used in the contracts will reflect what is filed in the applicable jurisdictions. Our rates are based on the plan design illustrated in this Cost & Benefit Summary.	

Summary of Benefits Long Term Disability

Long Term Disability																									
Class Description	All Active Full Time Employees (30 Hours)																								
Monthly Benefit	50% of Pre-disability Earnings																								
Maximum Monthly Benefit	\$5,000.00																								
Minimum Monthly Benefit*	\$100.00																								
Elimination Period	180 Days or until the end of the STD Maximum Benefit Period.																								
Own Occupation Period	24 months																								
Social Security Integration	Family Social Security																								
Benefit Duration	RBD w/ SSNRA																								
	<p>The later of Your Normal Retirement Age as defined by Social Security or the period shown below:</p> <table> <tr> <th><u>Age on Date of Your Disability</u></th><th><u>Benefit Duration</u></th></tr> <tr> <td>less than 60</td><td>to age 65</td></tr> <tr> <td>60</td><td>60 months</td></tr> <tr> <td>61</td><td>48 months</td></tr> <tr> <td>62</td><td>42 months</td></tr> <tr> <td>63</td><td>36 months</td></tr> <tr> <td>64</td><td>30 months</td></tr> <tr> <td>65</td><td>24 months</td></tr> <tr> <td>66</td><td>21 months</td></tr> <tr> <td>67</td><td>18 months</td></tr> <tr> <td>68</td><td>15 months</td></tr> <tr> <td>69 and over</td><td>12 months</td></tr> </table>	<u>Age on Date of Your Disability</u>	<u>Benefit Duration</u>	less than 60	to age 65	60	60 months	61	48 months	62	42 months	63	36 months	64	30 months	65	24 months	66	21 months	67	18 months	68	15 months	69 and over	12 months
<u>Age on Date of Your Disability</u>	<u>Benefit Duration</u>																								
less than 60	to age 65																								
60	60 months																								
61	48 months																								
62	42 months																								
63	36 months																								
64	30 months																								
65	24 months																								
66	21 months																								
67	18 months																								
68	15 months																								
69 and over	12 months																								
Rehabilitation Incentives included in quote (details in limitations and definitions)	Work Incentive Rehabilitation Program Incentive Family Care Incentive Moving Expense Incentive																								
Employee Assistance Program	Employee Assistance Program is not included.																								
Survivor Benefit	Included in this quote																								
Cost of Living Adjustment	Cost of Living Adjustment does not apply.																								
*The minimum monthly benefit is subject to overpayment situations and any applicable rehabilitation incentives.																									

Long Term Disability	Rate per \$100 Of Covered Monthly Payroll	Covered Monthly Payroll	Est Monthly Premium	Est Annual Premium
Package with Life and Vision	\$0.203	\$3,416,609	\$6,936	\$83,229
Rates are guaranteed from January 1, 2020 - December 31, 2022 (36 months)				

Limitations and Definitions	
Definition of Disability	<p>Due to a Sickness, or as a direct result of accidental injury:</p> <ul style="list-style-type: none"> • The employee is receiving Appropriate Care and Treatment and complying with the requirements of such treatment, and • During the elimination period and the next 24 months is unable to earn more than 80% of pre-disability earnings at their Own Occupation for any employer in their National economy, and • After such period, is unable to earn more than 60% of their pre-disability earnings from any employer in their National economy at any gainful occupation for which they are reasonably qualified taking into account their training, prior education and experience.
Definition of Predisability Earnings	<p>The amount of the employee's gross salary or wages from his/her employer as of the day before his/her disability began. Pre-disability earnings includes: W2 Reportable Income.</p> <p>The term does not include:</p> <ul style="list-style-type: none"> • The grant, award, sale, conversion, and/or exercise of shares of stock or stock options; • The Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; or • Any other compensation from the Employer.
Pre-Existing Condition	3/12
Pre-Existing Condition Limitation	<p>Pre-existing Condition means a Sickness or accidental injury for which the employee:</p> <ul style="list-style-type: none"> • Received medical treatment, consultation, care, or services; or • Took prescription medication or had medications prescribed in the 3 months before insurance or any increase in the amount of insurance under the certificate takes effect. <p>We will not pay benefits, or any increase in benefit amount due to an elected increase in the amount of insurance for a Disability that results for a Pre-existing Condition, if the employee has been Actively at Work for less than 12 consecutive months after the date their Disability insurance or the elected increase in the amount of such insurance takes effect under the certificate.</p>
Work Incentive	<p>While disabled and receiving a Monthly Benefit, employees may receive up to 100% of Predisability Monthly Earnings, including family care expense reimbursement, Rehabilitation incentive, return-to-work earnings, and other income benefits. After the first 24 months following the employees return to work, MetLife will reduce the employees Monthly Benefit by 50% of the amount the employee earns from working while Disabled.</p>
Rehabilitation Incentive	<p>10% increase in the Monthly Benefit if participating in an approved Rehabilitation Program.</p>

Family Care Incentive	If the employee works or participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for up to \$400 per month for eligible Family Care expenses incurred by an employee for each eligible family member during the first 24 months of benefit payments.
Moving Expense Incentive	Moving Expense Incentive: If the employee participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for expenses incurred in order to move to a new residence if recommended as part of the Rehabilitation Program.
Temporary Recovery	<p>If the employee returns to Active Work before completing the Elimination Period and then becomes Disabled again due to the same or related condition, a new Elimination Period is not required provided the return to full time work is within a period of 60 work days or less. MetLife will count the days worked while Disabled toward the satisfaction of the Elimination Period. If the return to Active Work is greater than 60 work days, a new Elimination Period is required.</p> <p>If the employee returns to Active Work, after they begin to receive Monthly Benefits, for a period of 180 continuous days or less and becomes Disabled again due to the same or related condition, they will not have to complete a new Elimination Period.</p>
Zero Day Residual	If the employee continues to meet the Definition of Disability, the elimination period may be satisfied during part-time employment.
Survivor Benefit	If the employee dies while they are Disabled, a single sum payment equal to 3 times the employee's last net Monthly Benefit is made to the employee's survivor.
Continuity of Coverage	Provided for groups where this plan will replace an inforce insured plan in force on the day immediately preceding the effective date of this plan.
Cost of Living Freeze	Cost of Living Freeze is included in this quote.
Waiver of Premium	Premium payments for Disabled employees are waived while benefits are payable.
Indexing	For the purposes of determining whether an employee continues to be Disabled and for calculating the Work Incentive, we will add to the employee's Pre-disability Earnings an amount equal to the lesser CPI or 7%
Specific Disabilities	

Mental or Nervous Disorders or Diseases unless due to Neurocognitive Disorders	<p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months. BiPolar I Disorder will also be limited. Schizophrenia will also be limited.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>
Chronic Fatigue Syndrome and Related Disorders	<p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>
Neuromuscular, Musculoskeletal or Soft Tissue Disorder	<p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>
Alcohol, Drug or Substance Abuse or Addiction	<p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>
Fibromyalgia	<p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>

Exclusions
<p>We will not pay for any Disability caused or contributed to by:</p> <ul style="list-style-type: none"> • War, whether declared or undeclared, or act of war, insurrection, rebellion, or terrorist act; • Your active participation in a riot; • Intentionally self-inflicted injury; • Attempted suicide; or • Commission of or attempt to commit a felony.

Long Term Disability Coverage Highlights	
Broker Commissions included in the rate:	Flat 15.00%
Expected Participation:	100%
Employee Contributions:	0%
Financial Arrangement(s):	Non-retrospectively Experience Rated
Situs is	ALABAMA
Foreign National(s):	Does Not Apply
Actively at Work provision applies	
<p>Employer FICA Match: MetLife will remit the Employer share of FICA to the Department of Treasury Internal Revenue Service as agent on behalf of the Employer. The Employer must complete and return the executed Agency Agreement to MetLife prior to this agreement taking effect. If requested, MetLife will automatically withhold and remit federal and state taxes and the employee share of FICA from taxable benefit payments. MetLife will automatically produce W-2s with MetLife's name and Tax ID and report on our Form 941. MetLife does not remit state or federal unemployment taxes, locality taxes or Virgin Island and Puerto Rico "state" taxes.</p> <p>This service is only available when the premium contributions are 100% Employer paid. No portion of premium will be permitted to be gathered or paid from employee contributions.</p>	
<p>Rehabilitation Program Participation: Disability benefit payments will end on the date the employee ceases or refuses to participate in a Rehabilitation Program that MetLife requires.</p>	

Reductions: Benefits will be reduced by income and recoveries from certain other sources including but not limited to: Social Security disability or retirement benefits received or eligible to receive because of Disability; any state, public or federal employee retirement or disability plan benefits received or eligible to receive because of Disability, including State Teachers Retirement System (STRS), Public Employee Retirement System (PERS) or Federal Employee Retirement System (FERS); group insurance policies; certain early retirement plans; no-fault auto laws; governmental compulsory benefit plan or program; other disability programs or plans, sick pay, vacation pay, or other salary continuation; Workers' Compensation benefits; occupational disease laws; maritime maintenance and cure; third party recoveries; and unemployment insurance laws or programs.

If there is a reasonable basis for You to apply for benefits under the Federal Social Security Act, a government compulsory plan or program, or STRS, PERS or FERS Benefit Plans or Programs, We expect You to apply for them. To apply for Social Security benefits means to pursue such benefits until You receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge. With respect to benefits under a government compulsory plan or program or STRS, PERS or FERS Benefit Plans or Programs, to apply means to pursue such benefits through all applicable levels of appeal provided for under such benefit plans or programs.

We will reduce the amount of Your Disability benefit by the amount of Social Security benefits, We estimate that You, Your Spouse or child(ren) are eligible to receive because of Your Disability or retirement. We will reduce Your Disability benefits by such estimated Social Security benefits starting with the first Disability benefit payment coincident with the date You were eligible to receive Social Security benefits

We will reduce Your Disability benefit by the amount of such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefit that We estimate You are eligible to receive, provided that We have the reasonable means to make such an estimate. We will start to do this with the first Disability benefit payment under this certificate coincident with the date You were eligible to receive such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefits under any such plans or programs.

MetLife has made every effort to quote a plan that matches the substance of the requested plan design to the best of our ability, based on the plan documentation made available at the time of quote. The actual language used in the contracts will reflect what is filed in the applicable jurisdictions. Our rates are based on the plan design illustrated in this Cost & Benefit Summary.

Underwriting Assumptions

PlanSmart* - PlanSmart is a multifaceted program, offered at no additional cost, which enables you to provide your employees with access to a range of financial and retirement education resources through on-site workshops, with optional personal consultations and decision-support assistance.

Retirewise - Retirewise is an in-depth program consisting of a four-part series of workshops that deliver objective information covering a broad spectrum of retirement issues from Estate Planning to Tax Planning. Each workshop is delivered by a locally based financial professional.

Available to those enrolled in Life Insurance coverages:

Delivering the Promise® (DTP) - DTP provides valuable support and assistance at the time of a claim. Specialists help beneficiaries and their families identify eligible benefits, file insurance and annuity claims, and identify local resources, including grief counseling services and government agencies.

Available to those enrolled in the Basic Life coverage:

Transition Solutions - Transition Solutions is an educational program that provides the support your employees need to make informed decisions when faced with a loss or reduction in coverage, for any reason. In addition to the outreach from a qualified professional, MetLife offers a limited record-keeping process for sending standardized letters to your employees, notifying them of their coverage continuation and conversion options.

*Certain conditions apply. Please discuss with your MetLife representative to determine if this program is right for your company.

WillsCenter.com: Online will prep service offered through SmartLegalForms, Inc., available to all customers at no charge.

If insurance coverage is provided, it will be governed by the terms and conditions of the insurance policy and applicable law. If administrative services are provided, they are governed by the terms and condition of the administrative services agreement and by applicable law.

If MetLife is requested to duplicate contractual provisions from the prior carrier, such provisions must be compatible with all MetLife's standards.

The quoted rates and or fees are based upon the request received. If new or additional information in connection with this request is provided, MetLife reserves the right to change its quote at any time before the effective date. After the effective date, rate and or fees are subject to the terms and conditions of the policy and or administrative services agreement.

Only those eligible persons residing in the United States may be covered. Any others must be approved by MetLife.

NOTICE REGARDING NON-US COVERAGE

When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a Metropolitan Life Insurance Company (MLIC) affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MLIC or any other insurer that is not a member of MAXIS GBN. Please note that while MLIC is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

Some services in connection with the coverage may be performed by our affiliate, MetLife Services and Solutions, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company's obligations. Coverage will continue to be administered in accordance with Metropolitan Life Insurance Company's policies and procedures.

SIC Code: 9111

U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, herein called MetLife, enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products (“Products”) with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (*each an “Intermediary”*). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (*number of products sold or dollar value of premium*) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife’s current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a fixed percentage or sliding scale of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (*e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements*).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife’s base compensation and supplemental compensation plans can be found on MetLife’s Website at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Non-U.S. Coverage

When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXISGBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

L0419513732[exp0520][All States]
L0818507932[exp0820][All Territories]

BUSINESS TRAVEL ACCIDENT (BTA) QUOTE AND PLAN DESIGN CONFIRMATION

Quote as of 09/12/2019

CUSTOMER NAME	Baldwin County Sheriff's Office
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ELIGIBILITY	
Covered Class(es)	Class Description(s)
Class 1	All Active Full-Time U.S. Employees of the Policyholder, classified as Sheriff, Chief Deputy, Colonel, Major, Captain, Lieutenant, Sergeant, Corporal, Deputy/Officer.

PREMIUM AND FEE INFORMATION	
Annual BTA premium	\$1,300 per year
Rate guarantee period	Three years

PLAN DESIGN	
Benefit for Class 1	Benefit Amount
Full Amount	\$30,000

GENERAL INFORMATION AND UNDERWRITING ASSUMPTIONS	
Situs state for policy	Alabama
Total # of BTA-eligible employees	320
SOLD effective date	January 01, 2020
Policy anniversary date	January 01
Commissions	0%

COVERED ACCIDENT(S) FOR CLASS 1	COVERED ACCIDENT DESCRIPTION
Line of Duty	Benefits will be paid for a Covered Loss sustained while acting in the line of duty.

BUSINESS TRAVEL ACCIDENT (BTA) QUOTE AND PLAN DESIGN CONFIRMATION

Quote as of 09/12/2019

COVERED LOSSES FOR CLASS 1	PERCENTAGE OF FULL AMOUNT PAYABLE
Life	100%
Hand	100%
Foot	100%
Arm	75%
Leg	75%
One Eye	100%
Sight of One Eye	50%
Thumb & Index Finger of Same Hand	25%
Speech & Hearing	100%
Speech or Hearing	50%
Paralysis of both arms & both legs	100%
Paralysis of both legs	75%
Paralysis of the arm & leg on either side of the body	50%
Paralysis of one arm or leg	25%
Brain Damage	100%
Coma	1% monthly up to 60 months

FEATURES	
Exposure to the Elements	MetLife will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of the accident. .
Presumption of Death	A person will be presumed to have died as a result of an accidental injury if the aircraft or other vehicle in which the person is traveling disappears, sinks or is wrecked and the person's body is not found within one year of the date the aircraft or vehicle was scheduled to have arrived at its destination or, if not a common carrier, the date the person was reported missing to the authorities.

BUSINESS TRAVEL ACCIDENT (BTA) QUOTE AND PLAN DESIGN CONFIRMATION

Quote as of 09/12/2019

Total Control Account (TCA)

- Death claim proceeds paid via the TCA Settlement Option - an interest-bearing account with draft-writing privileges
- Relieves beneficiaries of the need to make immediate decisions about what to do with a lump-sum check, while giving them the flexibility to access funds as needed and earn interest on the proceeds as they assess their financial situation
- Provides full and immediate access to the death proceeds
- Principal and interest earned are guaranteed by the financial strength and claims paying ability of the Metropolitan Life Insurance Company
- Beneficiary receives a draftbook, along with a Customer Agreement and other materials describing the Account
- Unlimited draft writing privileges
- No charges for processing TCA drafts, no monthly maintenance fees, and no charge for ordering additional TCA drafts
- Accountholders receive periodic statements itemizing account activity and a free **Life Advice** newsletter
- Information about the TCA is available electronically through MetLife's easy to use e *SERVICE* web site
- Customer Service Representatives specially trained to provide service to beneficiaries are available through a special toll-free number
- At their convenience, Accountholders are able to touch or speak their requests into the phone such as, "hear account balance", "get recent transactions", and "order drafts."

Subject to state law, and/or group policyholder direction, the TCA is provided for all Life and AD&D benefits of \$5,000 or more. The TCA is not insured by the Federal Deposit Insurance Corporation or any government agency. The assets backing the TCA are maintained in the Metropolitan Life Insurance Company (MetLife) general account and are subject to MetLife's creditors. MetLife bears the investment risk of the assets backing the TCA, and expects to receive a profit. Regardless of the investment experience of such assets, the interest credited to Total Control Accounts will never fall below the guaranteed minimum rate. Guarantees are subject to the financial strength and claims paying ability of MetLife.

BUSINESS TRAVEL ACCIDENT (BTA)
QUOTE AND PLAN DESIGN CONFIRMATION
Quote as of 09/12/2019

DEFINITIONS	
Brain Damage	Means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persist for 12 consecutive months after the date of the accidental injury.
Coma	Means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

BUSINESS TRAVEL ACCIDENT (BTA)

QUOTE AND PLAN DESIGN CONFIRMATION

Quote as of 09/12/2019

GENERAL EXCLUSIONS	
NOTE: These exclusions may vary according to state requirements. For certain Covered Accidents, all or parts of one or more exclusions are waived.	
We will not pay benefits for any loss caused or contributed to by:	
1	physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2	suicide or attempted suicide;
3	intentionally self-inflicted injury;
4	infection, other than infection occurring in an external accidental wound or from accidental food poisoning;
5	participation in Hazardous Activities such as: scuba diving; bungee jumping; skydiving; hang gliding; ballooning; drag racing; driving a car fitted for competitive racing; aerial hunting; aerial skiing; or travel in an aircraft for the purpose of parachuting or otherwise exiting an aircraft while the aircraft is in flight except for the purpose of self-preservation;
6	service in the armed forces of any country or international authority, except the United States National Guard;
7	any nuclear reaction or release of nuclear energy. This includes the radioactive, toxic, explosive or other hazardous or contaminating properties of radioactive matter;
8	the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical or biological agent;
9	any incident related to travel in an aircraft: <ol style="list-style-type: none"> a) as a pilot, crew member, flight student or while acting in any capacity other than as a passenger; b) and parachuting or otherwise exiting from such aircraft while the aircraft is in flight except for the purpose of self-preservation; c) that does not have a valid Certificate of Airworthiness; d) that is not flown by a pilot with a valid license to operate that aircraft; e) which is Owned, Leased, Controlled or Chartered by the Policyholder; f) or device used: <ul style="list-style-type: none"> • for testing or experimental purposes; • by or for any military authority for military purposes; • for travel or designed for travel beyond the earth's atmosphere; • for crop dusting, spraying, or seeding; • for fire fighting; • for sky diving; • for hang gliding; • for pipeline or power line inspection; • for sky writing;

BUSINESS TRAVEL ACCIDENT (BTA) QUOTE AND PLAN DESIGN CONFIRMATION

Quote as of 09/12/2019

	<ul style="list-style-type: none"> • for aerial photography or exploration; • for racing, endurance tests, stunt or acrobatic flying; or • for any use which requires a special permit from the Federal Aviation Administration.
10	war, whether declared or undeclared; or act of war, insurrection, rebellion or riot.
Exclusion for Intoxication We will not pay benefits for any loss if the injured party is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the incident. Intoxicated means that the injured person's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.	
Exclusion for Commission of a Felony We will not pay benefits on behalf of a Covered Person for any loss caused or contributed to by the injured party committing or attempting to commit a felony.	
Exclusion for Drugs; Alcohol; Poison; Gas; or Fumes We will not pay benefits on behalf of a Covered Person for any loss caused by or contributed to by that person's voluntary intake or use by any means of: <ul style="list-style-type: none"> • any drug, medication or sedative, unless it is: <ul style="list-style-type: none"> a) taken or used as prescribed by a Physician, or b) an "over the counter" drug, medication or sedative taken as directed; • alcohol in combination with any drug, medication, or sedative; or • poison, gas, or fumes. 	

CAVEATS TO BTA QUOTE:

1. MetLife's BTA benefits cannot be assigned.
2. MetLife's BTA quote does not include an age reduction schedule.
3. This quote only covers U.S. Employees
4. MetLife's BTA benefits cannot be on a standalone basis



Baldwin County Commission

Agenda Action Form

File #: 19-2153, **Version:** 1

Item #: BP1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Community Rating System (CRS) Program Re-certification

STAFF RECOMMENDATION

Authorize the Chairman to execute the Annual Community Rating System (CRS) Re-certification Form.

BACKGROUND INFORMATION

Previous Commission action/date: October 2, 2018

Background: Baldwin County has participated in the Community Rating System (CRS) Program since October 1, 1995. Re-certification is mandatory every year, and a cycle visit is mandatory every 5 years. A re-certification form signed by the Commission Chairman is required as part of the re-certification process. A copy of the form is attached.

The most recent cycle visit took place during in December 2015 with the result being a Class 7 rating. Class 7 qualifies flood insurance policyholders for a 15 percent discount in premium costs. The next cycle visit will take place in December 2020.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Obtain the signature of the Commission Chairman and return re-certification form to the Planning and Zoning Department.

Additional instructions/notes: Planning and Zoning Department (DJ Hart, CRS Coordinator) - Mail signed re-certification form, along with required documentation, to the Insurance Services Office in order to complete the re-certification process.

Community Baldwin County State AL CID [REDACTED]
(6-digit NFIP Community Identification Number)

CC-213 Recertification

Date October 15, 2019

Chief Executive Officer	CRS Coordinator
Name <u>Charles Gruber</u>	<u>DJ Hart</u>
Title <u>Chairman</u>	<u>CRS Coordinator</u>
Address <u>201 East Section Street</u> <u>Robertsdale, Alabama 36567</u>	<u>22251 Palmer Street</u> <u>Robertsdale, Alabama 36567</u>
Phone number <u>251-937-0264</u>	<u>251-580-1655 ext. 7230</u>
E-mail address <u>cgruber@baldwincountyal.gov</u>	<u>dhart@baldwincountyal.gov</u>

I hereby certify that Baldwin County Alabama [community name] is implementing the following activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

I hereby certify that we will continue to maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more unmitigated repetitive loss properties we must earn credit under Activity 510 (Floodplain Management Planning) for either a repetitive loss area analysis (RLAA) or a floodplain management plan (FMP).

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature _____ (Chief Executive Officer)

CC-213-1



Baldwin County Commission

Agenda Action Form

File #: 19-2095, **Version:** 1

Item #: CA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Employee Service Award Pins Presentation

STAFF RECOMMENDATION

Make the 2019 Employee Service Pin presentation part of the record.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission along with the Revenue Commissioner and Probate Judge are pleased to honor its employees for their dedicated service through the presentation of "Employee Service Award Pins."

The Service Award pins are awarded to those employees who have served 5 or more years with the County. The pins are presented in increments of 5, 10, 15, 20, 25, and 30 years of service.

The County employs over 600 individuals of which 71 will be recognized. These employees represent over 750 years of service to our County. Each pin represents a milestone of service and along with longevity pay and increases in annual leave, the Commission and Elected Officials say "THANK YOU" for your respective years of service and dedication to the citizens of Baldwin County.

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

2019 Employee Service Pin Ceremony
750 Years of Service

35 years		
VIOLETTA	SMITH	Probate Judge

30 years		
PAULA	JOINER	Board of Registrars

25 years		
KIMBERLEY	NELSON	Building Inspections
DAVID	BOUTWELL	Highway
LENZY	WILLIAMS	BRATS

20 years		
RODGER	JOHNSON	Highway
SHARON	HUNT	Sales Tax
RUDY	KENNEDY	JDC
REGINA	GIDDENS	Probate Judge
ALICE	BONNER	Accounting
WALTER	SHIPP	Animal Shelter
KELLY	CHILDRESS	Council on Aging
BEVERLY	JOHNSON	Council on Aging
NICOLE	FOSTER	Solid Waste
TROY	CHILDRESS	Solid Waste
SAMUEL	WILLIAMS	Solid Waste

15 years		
CHARLES	STANFORD	Solid Waste
JERRY	STANFORD	Solid Waste
AARON	FOLEY	Solid Waste
JOHN	MARINO	Accounting
KYNA	PHILIPS	Council on Aging
DANIELLE	BRAZWELL	Building Inspections
KENNETH	BYRD	Highway
AUDRA	MIZE	Highway
RHONDA	WILSON	Highway

10 years		
STEPHEN	HUGGINS	BRATS
SUSAN	MCCAW	Sales Tax
JAMIE	BURKETT	Probate Judge
MICHELLE	LONG	Probate Judge

5 years		
TANZIE	SHOOTS	Probate Judge
JEANINE	WALKER	Probate Judge
FELISHA	ANDERSON	Archives
CYNTHIA	LAMBERTH	BOR
BRIAN	STEWART	Building Inspections
KATRINA	PANNONE	CIS
CHRIS	WELCH	CIS
BETTY	DRYDEN	Council on Aging
BETTY	CURRY	Fairhope Courthouse
JIMBO	BROWN	Parks
GARY	PETERSON	Parks
RYAN	FORRISTEL	JDC
PAULETTE	JOHNSON	JDC
AMANDA	THWEATT	BRATS
PATSY	GRAHAM	BRATS
BECKY	PETERSON	BRATS
AARON	JASSO	BRATS
GINA	FENDLEY	BRATS
FRANK	COLLINS	Highway
MICHAEL	ROYSTER	Highway
MICHAEL	HOLSTON	Highway
MICHAEL	CAMPBELL	Highway
SHAUN	MOODY	Highway
RONALD	PIPER	Highway
WILLIE	JOHNSON	Highway
DUSTIN	THWEATT	Highway
CRYSTAL	WOLFF	Highway
JACK	RESMONDO	Highway
DOUGLAS	WATTS	Highway
BURT	JOHNSON	Highway
HUNTER	SKIPPER	Highway
LESLIE	PALMER	Revenue
HILLARY	SHAW	Revenue
AMANDA	CRAWFORD	Revenue
MARCIA	WARD	Sales Tax
EBONY	YELDING	Sales Tax
ADRIAN	GRAVES	Solid Waste
JOSEPH	DYESS	Solid Waste
MARY	PHILLIPS	Solid Waste
ALICIA	LASSITTER	Solid Waste
LAUREN	THOMPSON	Solid Waste
DILLON	SMITH	Solid Waste



Baldwin County Commission

Agenda Action Form

File #: 19-1958, **Version:** 1

Item #: CA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Proclamation - Archives Month - October 2019

STAFF RECOMMENDATION

Adopt a Proclamation which proclaims October 2019 as "Archives Month" in Baldwin County, Alabama, and encourages the public to visit the archives facility in Bay Minette and other archives and museums throughout the area to discover their collections.

BACKGROUND INFORMATION

Previous Commission action/date: October 2018

Background: Each October the Society of American Archives, the Council of State Archivist, and individual archives around the country celebrate Archives Month. This is a celebration of archives and the work of archivists who collect, preserve, care for and make accessible records and information of importance. Although, the profession is sometimes overlooked, archives play an important role in preserving the American story. Like archivist everywhere, staff of the Baldwin County Department of Archives and History work daily to maintain Baldwin County's history and make it available to the public.

In honor of this celebration, staff invites the community to visit the facility to learn more about the profession and meet those who help preserve Baldwin County's story. Staff would also like to use this month to remind individuals who possess historical materials to properly care for them so that they may be of use to future generations. Finally, staff encourages the public to visit other archives and museums throughout the area to discover their collections, as well.

Ms. Felisha Anderson, Archives Director will be in attendance to accept the proclamation.

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 - Have Proclamation signed by
Chairman/Commissioners prior to meeting

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

Additional instructions/notes: N/A



**BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

PROCLAIMING OCTOBER 2019, AS “ARCHIVES MONTH” IN BALDWIN COUNTY, ALABAMA.

WHEREAS, much of our county’s rich and diverse heritage is contained in the documents and records created by and for its people; and

WHEREAS, state and local governments, religious and medical institutions, colleges and universities, libraries, historical societies, museums, businesses, and families throughout Baldwin County have established archives as a means of preserving our written history; and

WHEREAS, these archives collectively contain over 210 years of unique materials, ranging from hand-written letters and diaries to typewritten manuscripts, photographs, videotapes, and modern electronic data systems; and

WHEREAS, archivists in Alabama are dedicated to responsibly preserving the historical word, maintaining records in the public trust, and making those records available for study and appreciation whether in a local repository or via the internet; and

WHEREAS, through these archives, future generations of Baldwin County can more accurately study the past, learn from the accomplishments of their predecessors, trace their ancestors, understand their community’s pride of place, confirm property rights, and maintain laws, while celebrating the history of our county.

WHEREAS, October remains an important time to celebrate archives and the work of archivists; and

WHEREAS, October has been declared National Archives Month in the United States by the Society of American Archivists and the International Council on Archives and it is fitting that Baldwin County join in this observation; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the Baldwin County Commission hereby proclaims October 2019 as “Archives Month,” in Baldwin County, Alabama, and encourages the public to visit the Baldwin County Archives facility and other archives and museums throughout the area.

*IN WITNESS WHEREOF, we have hereunto set our
Hands and caused the Seal of the County of Baldwin
To be affixed at the County Seat in Bay Minette,
Alabama, on this 1st day of October 2019.*

Commissioner, Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 19-2069, **Version:** 1

Item #: CA3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Shannon Spivey, Customer Relationships Manager

Submitted by: Adam Scarborough, Assistant CIS Director

ITEM TITLE

Proclamation - Customer Service Week - October 7-11, 2019

STAFF RECOMMENDATION

Adopt a Proclamation to recognize October 7-11, 2019 as Customer Service Week in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

In 1992, Congress proclaimed Customer Service Week a nationally recognized event, celebrated annually during the first full week in October. The official 2019 Customer Service Week theme is "The Magic of Service" which recognizes that good service is magical and that a kind word or going above and beyond to help one person can lead to better communities, a better county and can transform the world.

Shannon Spivey with the CIS Department and Susan Kilby Aaron with the Solid Waste Department will accept this Proclamation.

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
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

PROCLAIMING OCTOBER 7-11, 2019 AS NATIONAL CUSTOMER SERVICE WEEK IN BALDWIN COUNTY, ALABAMA.

WHEREAS, Baldwin County Commission employees use their attentiveness, clear communication skills, knowledge of our county, compassion and problem-solving abilities to provide an excellent customer experience for everyone they serve; and

WHEREAS, Baldwin County Commission employees represent a wide range of occupations and possess a broad array of skills and expertise to serve Baldwin County well; and

WHEREAS, Baldwin County Commission employees are caring and compassionate customer service-oriented workers who have our citizens' and visitors' best interest at heart; and

WHEREAS, Baldwin County Commission employees strive to provide excellent customer service to all of Baldwin County - from the beaches along the Gulf of Mexico, all the way to our North Baldwin boundaries, from the Eastern Shore, to the Alabama/Florida line and everywhere in between, serving our residents, visitors, and businesses throughout all 2,027 square miles with dedication and commitment; and

WHEREAS, in 1992, President George Bush and the Congress designated the first full week in October of each year as "National Customer Service Week" and the Commission wishes to recognize the Baldwin County Commission employees for their hard work and dedication and encourage all to observe this week with appropriate programs and activities; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby proclaim October 7-11, 2019 as NATIONAL CUSTOMER SERVICE WEEK in Baldwin County, Alabama.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this the 1st day of October 2019.

Commissioner Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 19-2106, **Version:** 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Donna Bryars, Interim Clerk/Treasurer
Eva Cutsinger, Senior Accountant

Submitted by: Sharon Grant, Accounts Payable Supervisor

ITEM TITLE

Payment of Bills

STAFF RECOMMENDATION

Pay bills totaling \$4,298,496.68 (four million, two hundred ninety-eight thousand, four hundred ninety-six dollars and sixty-eight cents) with the exception of those vendors Commissioners requested to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, \$1,923,153.00 (one million, nine hundred twenty-three thousand, one hundred fifty-three dollars) 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: October 01, 2019

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. Of Education	1,539,366.96	Sales Tax
	383,786.04	Use Tax
	250,363.75	Casual Sales Tax; August 2019
	25,445.70	FY20 Appropriation
District Attorney's Office	109,434.00	FY20 Appropriation
	6,454.73	Sales Tax
	143.37	Casual Sales Tax; August 2019
Coastal Community College	30,680.13	Sales Tax
	695.33	Casual Sales Tax; August 2019
Gillis Construction Inc	355,026.97	Sidewalk; Mullet Point Park
Mobile Asphalt Co LLC	323,321.08	Road Building Materials
Baldwin Cnty Economic Development	200,000.00	FY20 Appropriation
Pope Contracting Inc	120,166.84	Bridge Replacement; Hoyle Bryars Road
Petroleum Traders Corporation	80,230.38	Fuel
Ammons & Blackmon Construction Inc	47,605.21	Resurfacing; Group 3
Vulcan Materials Co	43,860.33	Road Building Materials
Symbol Health Solutions LLC	41,586.49	Medical Services
W W Grainger	34,828.59	Miscellaneous Supplies
United States Geological Survey	33,250.00	Stream-Gaging Station-Fish River; Installation
The Tamis Corporation	31,181.20	Barriers; EMA
Hosea O. Weaver & Son Inc	31,179.09	Road Building Materials
Johnson Controls	26,464.29	Fire Protection
Seven Cent Gas Tax Fund	23,642.06	Vegetation Clearing; Little River Community Center
Staples Contract & Commercial Inc	21,664.02	Office Supplies
Otto Environmental Systems	21,168.00	Refuse Containers
Southern Tire Mart	21,042.85	Tires & Repairs
TOTAL	3,802,587.41	

**Baldwin County Commission
Accounts Payable Payments
October 1, 2019**

Vendor Summary		Totals
1	A & M PORTABLES INC	1,415.00
2	AARON MEDIA SERVICES	3,000.00
3	ACCURATE CONTROL EQUIPMENT	28.00
4	ADT SECURITY SERVICES INC	58.89
5	AIRGAS USA, LLC	998.66
6	AL STATE DEPT OF LABOR	110.00
7	ALABAMA ASSN OF FLOODPLAIN MANAGERS	175.00
8	ALABAMA AUTO - TIRES -DAPHNE	1,725.10
9	ALABAMA COASTAL RADIOLOGY	273.17
10	ALABAMA LAW ENFORCEMENT AGENCY	8,685.00
11	ALABAMA PIPE & SUPPLY CO INC	1,005.00
12	ALABAMA STATE BAR	1,332.50
13	ALEXANDER HYDE LLC LAW FIRM	1,757.50
14	ALL AMERICAN FAUCET PARTS	1,377.40
16	AMMONS & BLACKMON CONSTRUCTION INC	47,605.21
17	ANDERSON, WILLIE FELISHA	726.16
18	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	93.00
19	ANDREWS, SUSAN R	11,407.51
20	ANGELTRAX	264.90
21	ASPLUNDH TREE EXPERT	10,713.90
22	ASSN OF COUNTY COMMISSIONERS	16,804.00
23	AUTO ZONE - FOLEY	165.98
24	AUTO ZONE - ROBERTSDALE	766.31
25	B & L HOOD CLEANING	425.00
26	B I INCORPORATED	13,937.99
27	BALDWIN ANIMAL CLINIC PC	1,797.50
28	BALDWIN CNTY BOARD OF EDUCATION	2,198,962.45
29	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	200,000.00
30	BALDWIN CNTY GENERAL FUND	714.00
31	BALDWIN EYE CLINIC	140.00
32	BALDWIN TRACTOR	190.32
33	BALDWIN YOUTH SERVICES	12,938.07
34	BALL, JAMES E	440.84
35	BARNES, DOUG M & MARGIE F	20.85
36	BAY IMAGES	269.65
37	BAY MINETTE ANIMAL CLINIC	960.00
38	BAY MINETTE BUILDING SUPPLY	149.70
39	BAY MINETTE LAND CO	1,000.00
40	BAY PAPER	1,273.68
41	BAY SIDE RUBBER & PRODUCTS	1,220.26
42	BAY UTILITY TRAILERS INC	510.00
43	BEARD EQUIPMENT CO	4,967.77
44	BEDS & BLINDS	3,885.00
45	BERRY, AMY M	16.00
46	BLUE SHEET, THE	120.00
47	BOB BARKER CO INC	1,282.96

**Baldwin County Commission
Accounts Payable Payments
October 1, 2019**

	Vendor Summary	Totals
48	BONO, ANNETTE M	16.00
49	BOYKIN, CELENA R	72.04
50	BRINK'S INCORPORATED	828.26
51	C & H CONSTRUCTION SERVICES	16,500.00
52	CAMPBELL HARDWARE & SUPPLY CO	1,134.10
53	CANDY WOOD, INC	150.00
54	CASCADE ENGINEERING INC	450.00
55	CAT RENTAL STORE, THE	6,155.20
56	CDG ENGINEERS & ASSOCIATES	4,843.12
57	CDW - GOVERNMENT, INC	11,888.90
58	CERTIFIED LABORATORIES	1,130.70
59	CHAMBERS GLASS	175.00
60	CHAMPION SECURITY	42.00
61	CHARM-TEX INC	2,654.50
62	CHILDRESS, KELLY D	21.46
63	CHRISTIE STRATEGY GROUP	10,500.00
64	CHUCK STEVENS AUTO INC	339.56
65	CHUCK STEVENS CHEVROLET	1,051.66
66	CINTAS - UNIFORMS	458.80
67	CINTAS FIRST AID & SAFETY	448.17
68	CINTAS LOCATION #211	944.07
69	CLEVERDON FARMS	540.00
70	COASTAL AL COM COLLEGE	31,375.46
71	COASTAL INDUSTRIAL SUPPLY	172.45
72	COCA COLA BOTTLING CO	1,780.80
73	COGGIN, KAITLIN MICHELLE	184.00
74	COMPLETE JANITORIAL SERVICE	705.00
75	COMPLETE SAFETY WORKS INC	427.50
76	COPY PRODUCTS COMPANY	80.00
77	CORE COMPUTING SOLUTIONS INC	1,175.26
78	COX, DEANNA VICICH	750.00
79	CRITTER GITTER PEST CONTROL	250.00
80	CULLIGAN WATER SYSTEMS OF MOBILE	383.80
81	DADE PAPER & BAG CO	4,367.63
82	DAIRY FRESH OF AL	122.28
83	DANNY'S HYDRAULICS	618.85
84	DAVIS, JOSEPH LEE III	1,001.87
85	DAVISON OIL COMPANY INC	1,304.98
86	DAWN WILSON STUDIOS	1,400.00
87	DELTA COMPUTER SYSTEMS INC	500.00
88	DELTA FLOORING INC	295.00
89	DELUXE FOR BUSINESS SALES INC	124.46
90	DEWBERRY ENGINEERS INC	15,240.27
91	DISTRICT ATTORNEY'S OFFICE	116,032.10
92	DOBSON, EDWARD & KATHERINE	16.00
93	DUKES, JULIE B & HUNSUCKER, JANE	16.00

**Baldwin County Commission
Accounts Payable Payments
October 1, 2019**

	Vendor Summary	Totals
94	E-J BUILDERS	3,585.39
96	EMPIRE TRUCK SALES INC	805.33
97	EPPERSON VAUGHN, EDNA	16.00
98	EVANS MFG	1,577.50
99	EXPRESS OIL CHANGE -FOLEY	115.92
100	EXPRESS OIL CHANGE -ROBERTSDALE	208.33
101	FEDEX	31.77
102	FERGUSON ENTERPRISES INC	1,093.35
103	FLEETPRIDE	7,361.92
104	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	770.00
105	FORTILINE INC	874.00
106	FOUNTAIN CORRECTIONAL FACILITY	1,575.00
107	G T MICHELLI SCALES	1,881.25
108	GANEY, BRENDA Q	3,433.34
109	GARLAND/DBS INC	11.16
110	GAUDET CAPITAL INVESTMENTS LLC	307.13
111	GENERAL MACHINERY CO INC	540.50
112	GEOCON ENGINEERING & MATERIAL TESTING INC	200.00
113	GILLIS CONSTRUCTION INC	355,026.97
114	GOODWYN, MILLS & CAWOOD INC	6,595.92
115	GOVERNMENT PAYMENTS	45.00
116	GREER'S FOOD TIGER	42.15
117	GUARDIAN RFID	828.95
118	GULF CHRYSLER PLYMOUTH DODGE	202.40
119	GULF CITY BODY & TRAILER WORKS, INC	516.20
120	GULF COAST BUILDING SUPPLY-ACE HOME CTR	202.88
121	GULF COAST COMMERCIAL MULTIPLE LISTING	1,320.00
122	GULF COAST NEWSPAPERS	8,742.92
123	GULF COAST ORGANIC, INC.	1,260.00
124	GULF COAST UROLOGY	370.00
125	GUMBO INC	10,000.00
126	HART, DALETHA J	40.60
127	HARTER, KENNETH	30.00
128	HENDERSON, KENDEL DYETT	74.24
129	HICKS, ANGEL	30.00
130	HI-LINE	1,555.70
131	HILL'S PET NUTRITION INC	897.92
132	HOLLAND'S PAINT & BODY	490.80
133	HOOD'S DISCOUNT HOME CENTER	120.00
134	HOSEA O. WEAVER & SON INC	31,179.09
135	IMC-EMERGENCY PHYSICIANS	501.55
136	INDUSTRIAL BOILER & MECHANICAL COMPANY	1,172.80
137	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	103.00
138	INFIRMARY OCCUPATIONAL HEALTH PC	943.35
139	INGRAM EQUIPMENT LLC	7,136.02
140	INTERIOR/EXTERIOR BLDG SUPPLY - FOLEY	102.40

**Baldwin County Commission
Accounts Payable Payments
October 1, 2019**

	Vendor Summary	Totals
141	J&R SYSTEM INTEGRATION LLC/SECURITY 101	502.57
142	JANI KING OF MOBILE	1,096.52
143	JOHNSON CONTROLS	26,464.29
144	JUBILEE ACE HOME CENTER	226.47
145	JUBILEE GLASS LLC	1,016.00
146	KENWORTH OF ALABAMA	512.18
147	KIMBALL MIDWEST	342.43
148	KULMAN, MANLEY	16.00
149	LAMBERTH, CYNTHIA R	59.16
150	LANE, DOT	32.00
151	LEWIS, MARY LIPHAM	184.00
152	LIFEGUARD AMBULANCE SERVICE	418.81
153	LOWE'S - DAPHNE	1,758.20
154	LOWE'S - FOLEY	1,585.64
155	MAC'S AUTOGLASS LLC	245.00
156	MADDEN, AMANDA	16.00
157	MAIL SOLUTIONS	137.00
158	MARTINIERE, CAROLYN DIANNE	250.00
159	McGRIFF TIRE CO INC	14,369.70
160	MCKESSON MEDICAL	205.33
161	MCPHERSON OIL CO INC/DBA FUELMAN	3,481.48
162	MERCHANTS FOODSERVICE	13.38
163	METALS USA	2,330.00
164	MINGLEDORFF'S INC	41.23
165	MOBILE ASPHALT CO LLC	323,321.08
166	MOBILE BAY ELECTRIC CO	38.00
167	MONTGOMERY ADVERTISER	259.70
168	MOTHERSHED, JON	16.00
169	MOTT MACDONALD CONSULTANTS INC	296.84
170	MPH INDUSTRIES	2,019.00
171	MULKEY, STEVE	56.70
172	MWI ANIMAL HEALTH	779.12
173	NATIONAL SAFETY COUNCIL	130.00
174	NEOPOST USA INC	1,338.57
175	NEX-XOS WORLDWIDE, LLC	1,296.00
176	NORTH BALDWIN INFIRMARY	16,995.28
177	NOTARY PUBLIC UNDERWRITERS	294.00
178	NUNNALLY, JOEY	48.00
179	OEC	1,487.40
180	OFFICE OF PROSECUTION SERVICES	466.93
181	O'REILLY AUTO PARTS-FIRST CALL R'DALE	3,006.18
182	OTIS ELEVATOR CO	3,870.00
183	OTTO ENVIRONMENTAL SYSTEMS	21,168.00
184	PATTERSON DENTAL INC	86.90
185	PEACHES'N CLEAN	972.00
186	PEDEN, SARA ELIZABETH	60.32

**Baldwin County Commission
Accounts Payable Payments
October 1, 2019**

	Vendor Summary	Totals
187	PEREGRINE SERVICES INC	6,178.40
188	PETROLEUM TRADERS CORPORATION	80,230.38
189	PHOENIX RESEARCH INDUSTRIES INC	178.79
190	PIGGLY WIGGLY - BAY MINETTE	407.34
191	PIGGLY WIGGLY - FOLEY	1,006.56
192	PIGGLY WIGGLY - LOXLEY	1,167.33
193	PINE REST FUNERAL HOME	1,900.00
194	PINNACLE NETWORKX	8,733.00
195	PLOT SHOP LLC, THE	111.00
196	PONY EXPRESS	800.00
197	POPE CONTRACTING INC	120,166.84
198	POSTMARK INK	1,061.34
199	POWER SYSTEMS OF MS	4,935.00
200	PRINT SHOP, THE	1,112.00
201	QCHC INC	6,750.58
202	QUEST DIAGNOSTICS	301.47
203	RAY ENVIRONMENTAL CONTRACTING LLC	145.00
204	READY MIX USA LLC	555.00
205	RFM SEATING	866.80
206	RICE, ROBERT	21.00
207	RIVIERA UTILITIES	1,613.94
208	ROBERTSDALE AUTO PARTS INC	1,254.48
209	ROBERTSDALE POWER EQUIPMENT	2,903.06
210	ROBERTSDALE RENT-ALL	50.00
211	RUFFIN, LORI G	121.00
212	RUMBAUGH, LAURIE B	52.20
213	SCHOEN, ANDREW K	32.00
214	SECTION 18 TRANSPORTATION FUND	5,515.50
215	SERVICEMASTER ACTION CLEANING	1,697.00
216	SEVEN CENT GAS TAX FUND	23,642.06
217	SHERWIN WILLIAMS - SPANISH FORT	40.59
218	SHERWIN-WILLIAMS CO - FOLEY	857.30
219	SIMMONS, JO D JR	16.00
220	SKINNER MODELS INC	32.00
221	SMITH INDUSTRIAL SERVICE	1,470.00
222	SMITH, JODIE M	56.84
223	SOFTWARE HOUSE INT dba SHI	312.69
224	SOUTH ALABAMA REGIONAL	2,206.74
225	SOUTH BALDWIN REGIONAL MEDICAL CENTER	306.67
226	SOUTHDATA INC	5,365.48
227	SOUTHERN FIRE & SAFETY INC	215.00
228	SOUTHERN TIRE MART	21,042.85
229	SPAULDING, MARTIN J	16.00
230	SPIVEY & CO LLC	225.00
231	STANTEC CONSULTING SERVICES INC	11,141.00
232	STAPLES CONTRACT & COMMERCIAL, INC.	21,664.02

**Baldwin County Commission
Accounts Payable Payments
October 1, 2019**

Vendor Summary		Totals
233	STAR SERVICE INC OF MOBILE	620.90
234	STEELE, ELIZABETH J & BRIAN E	16.00
235	STOCKTON EQUIPMENT CO	752.66
236	STONE GRANADE & CROSBY PC	5,837.71
237	SUBURBAN PROPANE	139.30
238	SUMMIT LANDSCAPE SUPPLY	294.65
239	SUNSOUTH LLC	249.04
240	SWEAT TIRE - BAY MINETTE	942.55
241	SWEAT TIRE - ROBERTSDALE	2,689.91
242	SYMBOL HEALTH SOLUTIONS LLC	41,586.49
243	TAMIS CORPORATION, THE	31,181.20
244	TAYLOR'S TOWING	250.00
245	TEAGUE, JORDAN CHRISTOPHER	438.00
246	THOMPSON TRACTOR CO	4,538.89
247	THOMPSON, CARLA J	32.00
248	THOMPSON, MARY	16.00
249	THORNTON, BUDDY & SHEILA	48.00
250	TOBIAS, MIKE & DEBORAH	32.00
251	TONY'S TOWING INC	1,572.50
252	TOWER EQUITIES LLC	2,000.00
253	TRACTOR & EQUIPMENT CO	3,053.46
254	TRANE-MOBILE PARTS CENTER	1,695.09
255	TRANSUNION RISK & ALTERNATIVE	200.00
256	TRIPLE "A" FIRE PROTECTION INC	893.00
257	TRUCK EQUIPMENT SALES INC	3,473.55
258	TSA INC	4,494.00
259	TUBBY'S TEE'S	240.00
260	UNITED STATES GEOLOGICAL SURVEY	33,250.00
261	UNIV AUBURN-GOVERNMENTAL SERVICES	150.00
262	USA MEDICAL CENTER	3,829.83
263	VAN SCOYOC ASSOCIATES	9,500.00
264	VAUGHN, LEONARD & DEBRA	16.00
265	VENTURE SYSTEM SOURCE LLC	2,261.00
266	VENTURE TECHNOLOGIES	6,316.50
267	VISION INTEGRATION SERVICES INC	2,460.00
268	VOLKERT INC	4,030.00
269	VULCAN MATERIALS CO	43,860.33
270	VULCAN SIGNS	939.22
271	W H THOMAS OIL CO INC	2,443.12
272	W W GRAINGER	34,828.59
273	WAL-MART SUPERCENTER	734.16
274	WALTON, HELEN DEAS	35.38
275	WALZ, BRENDA J	128.06
276	WARRINER CONSTRUCTION	10,000.00
277	WASTE MANAGEMENT OF AL	127.99
278	WATTERS, MARY E	14.61

**Baldwin County Commission
Accounts Payable Payments
October 1, 2019**

Vendor Summary		Totals
279	WESCO - FOLEY	768.27
280	WESCO DISTRIBUTION	3,468.17
281	WEST GROUP PAYMENT CENTER	214.99
282	WILKINS, BANKESTER, BILES & WYNNE	250.00
283	WISE, JODY L	383.37
284	WITTICHEN SUPPLY	103.50
285	XEROX CORP	105.72
286	YOUTH ADVOCATE PROGRAM INC	9,408.50
287	ZEP MANUFACTURING COMPANY	1,499.58
Grand Total		4,298,496.68

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
111	SEVEN CENT GAS TAX FUND	251 9370371	00001	23,642.06				23,642.06	
143	SECTION 18 TRANSPORTATION FUND	251 9370355	00001	420.00				420.00	
10003	ACCURATE CONTROL EQUIPMENT	334 9284976	00001	28.00				28.00	
10007	ALABAMA LAW ENFORCEMENT AGENCY	2424900	00001	7,250.00				7,250.00	
10044	ASSN OF COUNTY COMMISSIONERS		00001	16,804.00				16,804.00	
10045	ALABAMA AUTO - TIRES -DAPHNE	251 6260002	00001	1,725.10				1,725.10	
10225	UNIV AUBURN-GOVERNMENTAL SERVICES	8444782/HALEYCT R	00001	150.00				150.00	
10448	A & M PORTABLES INC	251 6790933	00001	1,265.00				1,265.00	
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00001	149.70				149.70	
14084	BOB BARKER CO INC - PO'S		00001	908.02				908.02	
14132	BALDWIN YOUTH SERVICES		00001	12,938.07	12,651.33			286.74	
19009	CAMPBELL HARDWARE & SUPPLY CO	251 9472291	00001	265.46				265.46	
21100	E-J BUILDERS	251 9431112	00001	3,585.39				3,585.39	
21127	DISTRICT ATTORNEY'S OFFICE		00001	6,598.10	6,454.73			143.37	
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00001	500.00				500.00	
25040	COASTAL AL COM COLLEGE (FAULKN		00001	31,375.46	30,680.13			695.33	
27022	GULF COAST NEWSPAPERS		00001	8,461.52				8,461.52	
27674	COMPLETE JANITORIAL SERVICE	251 9451035	00001	705.00				705.00	
40026	NORTH BALDWIN INFIRMARY		00001	13,450.32				13,450.32	
40569	NOTARY PUBLIC UNDERWRITERS		00001	294.00				294.00	
41646	FEDEX		00001	31.77				31.77	
42817	NATIONAL SAFETY COUNCIL	800 6213433	00001	65.00				65.00	
43003	OEC	800 759-3368	00001	940.20				940.20	
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00001	130.07				130.07	
54037	SOUTH ALABAMA REGIONAL	334 4336541	00001	797.04				797.04	
54042	SWEAT TIRE - ROBERTSDALE		00001	59.95				59.95	
58288	TRIPLE "A" FIRE PROTECTION INC	251 6492034	00001	893.00				893.00	
58886	ALL AMERICAN FAUCET PARTS	251 4731638	00001	1,377.40				1,377.40	
62607	HOOD'S DISCOUNT HOME CENTER	251 9431801	00001	120.00				120.00	
64733	SMITH, JODIE M	251 9375039	00001	56.84				56.84	
65091	STONE GRANADE & CROSBY PC		00001	5,837.71				5,837.71	
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	3,022.33				3,022.33	
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00001	214.99				214.99	
66057	USA MEDICAL CENTER		00001	3,829.83				3,829.83	
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00001	215.00				215.00	
70471	SUMMIT LANDSCAPE SUPPLY	251 9645726	00001	294.65				294.65	
74317	PEACHES'N CLEAN	251 621-0066	00001	972.00				972.00	
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	15,003.36				15,003.36	
85307	WAL-MART SUPERCENTER *	251 9375558	00001	27.56				27.56	

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697	00001	33.80			33.80
87716	LOWE'S FOLEY - 057700034	9705307	00001	56.87			56.87
89623	BEDS & BLINDS	6212006	00001	3,885.00			3,885.00
89666	PATTERSON DENTAL INC	205 987 4300	00001	86.90			86.90
94932	EXPRESS OIL CHANGE -FOLEY	251 9437524	00001	115.92	20.46-		136.38
98394	SOUTH BALDWIN REGIONAL MEDICAL	9523400	00001	306.67			306.67
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00001	1,403.68			1,403.68
99320	INFIRMARY OCCUPATIONAL HEALTH	4333781	00001	498.35			498.35
100933	MOBILE BAY ELECTRIC CO	9433546	00001	38.00			38.00
101717	BRINK'S INCORPORATED		00001	493.76			493.76
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	5,364.42	.96-		5,365.38
105435	CINTAS FIRST AID & SAFETY	251 4437301	00001	43.84			43.84
109891	BOYKIN, CELENA R	251 7474193	00001	72.04			72.04
111077	ASPLUNDH TREE EXPERT - SAGINAW	205 6854000	00001	587.85			587.85
111974	WISE, JODY L		00001	383.37			383.37
113161	DELTA FLOORING INC	251 9370506PH	00001	295.00			295.00
113371	WITTICHEN SUPPLY-FOLEY	251 9432001PH	00001	103.50			103.50
114112	PINE REST FUNERAL HOME		00001	1,900.00			1,900.00
115473	VENTURE SYSTEM SOURCE LLC	800 4678614	00001	2,261.00			2,261.00
115852	DADE PAPER & BAG CO	251 9641500	00001	4,080.56	48.60-		4,129.16
116898	CHARM-TEX INC	800 2213147/105	00001	2,570.00			2,570.00
118412	HART, DALETHA J	251 9471026	00001	40.60			40.60
118519	WALZ, BRENDA J	251 5804819	00001	128.06			128.06
121216	PEREGRINE SERVICES INC	318 3254762	00001	6,178.40			6,178.40
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00001	312.69			312.69
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00001	66.55			66.55
135466	VAN SCOYOC ASSOCIATES	202 6381950	00001	9,500.00			9,500.00
136207	SHERWIN WILLIAMS - SPANISH FOR		00001	40.59			40.59
136872	LOWE'S - DAPHNE	6217620	00001	661.92			661.92
139782	INDUSTRIAL/ORGANIZATIONAL SOL	888 784.1290	00001	103.00			103.00
141532	PLOT SHOP LLC, THE		00001	111.00			111.00
142535	UNITED STATES GEOLOGICAL SURVE		00001	33,250.00			33,250.00
142551	FERGUSON ENTERPRISES INC - DAP	251 6212147	00001	591.74			591.74
146931	ALABAMA ASSN OF FLOODPLAIN MAN		00001	175.00			175.00
147125	STOCKTON EQUIPMENT CO	251 5803811	00001	702.96			702.96
148734	AIRGAS USA, LLC - PO'S		00001	61.38			61.38
148881	ANDREWS, SUSAN R	850 639-3751	00001	9,772.35			9,772.35
150287	BAY MINETTE LAND CO		00001	1,000.00			1,000.00
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIBSON	00001	502.57			502.57

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
155037	OTIS ELEVATOR CO		00001	3,870.00			3,870.00
156363	PINNACLE NETWORK	334 4722007	00001	8,733.00			8,733.00
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	1,695.09			1,695.09
162616	SWEAT TIRE - BAY MINETTE	5808473	00001	539.12			539.12
162801	COMPLETE SAFETY WORKS INC	251 4796788	00001	112.50			112.50
164321	JUBILEE GLASS LLC	7161195	00001	1,016.00			1,016.00
165665	BALDWIN EYE CLINIC		00001	140.00			140.00
166975	TSA INC	205 7339111	00001	4,494.00			4,494.00
169455	W H THOMAS OIL CO INC	205 7552610	00001	1,617.12			1,617.12
173454	TAYLOR'S TOWING	251 5800376	00001	250.00			250.00
175695	RAY ENVIRONMENTAL CONTRACTING	251 4236760	00001	145.00			145.00
180291	MARTINIERE, CAROLYN DIANNE (R)		00001	250.00			250.00
180450	DELUXE FOR BUSINESS SALES INC		00001	124.46			124.46
180505	CHUCK STEVENS CHEVROLET	251 937 1500	00001	1,051.66			1,051.66
180990	NEOPOST USA INC	203 301 3400	00001	1,338.57			1,338.57
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00001	80,230.38			80,230.38
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	2,268.62	122.85-		2,391.47
181793	PEDEN, SARA ELIZABETH	251 4548675	00001	60.32			60.32
181921	ALABAMA COASTAL RADIOLOGY	251 460-0326	00001	222.74			222.74
182993	LAMBERTH, CYNTHIA R	251 937-5019	00001	59.16			59.16
183366	VISION INTEGRATION SERVICES INC	251 279 0981	00001	2,460.00			2,460.00
184294	PRINT SHOP, THE	251 937 1772	00001	507.00			507.00
184438	GULF COAST UROLOGY		00001	370.00			370.00
185084	POWER SYSTEMS OF MS	228 818 8315	00001	3,070.00			3,070.00
185252	AUTO ZONE - ROBERTSDALE BCC		00001	766.31			766.31
185351	HOLLAND'S PAINT & BODY		00001	490.80			490.80
185453	CHRISTIE STRATEGY GROUP		00001	10,500.00			10,500.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	14,095.11	82.24-		14,177.35
185606	GULF COAST ORGANIC, INC. **		00001	1,260.00			1,260.00
185636	SHERWIN-WILLIAMS CO - FOLEY -		00001	857.30			857.30
186165	INTERIOR/EXTERIOR BLDG SUPPLY	251 970 3871	00001	102.40			102.40
186217	GARLAND/DBS INC		00001	11.16			11.16
186326	QCHC INC		00001	1,750.58			1,750.58
186717	GUMBO INC		00001	10,000.00	10,000.00		
186870	BLUE SHEET, THE		00001	120.00			120.00
187049	INDUSTRIAL BOILER & MECHANICAL	251 629 1117	00001	1,172.80			1,172.80
187112	QUEST DIAGNOSTICS		00001	301.47			301.47
188260	GUARDIAN RFID	612 382 1355	00001	828.95			828.95
188839	TOWER EQUITIES LLC	504 585 9200	00001	2,000.00			2,000.00
188897	STAR SERVICE INC OF MOBILE		00001	620.90			620.90

Supplier			Co	Aging			
Number	Name	Phone Number		Balance Open	Current	1 - 0	Over 0
189062	JOHNSON CONTROLS - PO'S	205 948 3187	00001	26,464.29			26,464.29
189625	BALL, JAMES E	251 609-3688	00001	440.84			440.84
189627	DAVIS, JOSEPH LEE III	251 769-5914	00001	1,001.87			1,001.87
190028	VENTURE TECHNOLOGIES (CONVERGE		00001	159.99			159.99
190029	IMC-EMERGENCY PHYSICIANS		00001	501.55			501.55
190751	TEAGUE, JORDAN CHRISTOPHER	850 549-7328	00001	438.00			438.00
191082	B & L HOOD CLEANING	251 509 9772	00001	425.00			425.00
191116	WILKINS, BANKESTER, BILES & WY		00001	250.00			250.00
191119	GAUDET CAPITAL INVESTMENTS LLC		00001	307.13			307.13
	General Fund		00001	441,674.43	59,511.08		382,163.35
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00103	6.09			6.09
	County Transportation Fund		00103	6.09			6.09
183616	ALEXANDER HYDE LLC LAW FIRM		00104	1,757.50			1,757.50
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00104	634.32			634.32
	Legislative Del Off Fund		00104	2,391.82			2,391.82
14084	BOB BARKER CO INC - PO'S		00105	374.94	25.46-		400.40
40026	NORTH BALDWIN INFIRMARY		00105	3,544.96			3,544.96
85307	WAL-MART SUPERCENTER *	251 9375558	00105	208.30			208.30
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00105	1.79			1.79
99320	INFIRMARY OCCUPATIONAL HEALTH	34 4333781	00105	63.00			63.00
102111	DAIRY FRESH OF AL (DOTHAN)	334 7925114	00105	122.28			122.28
116898	CHARM-TEX INC	800 2213147/105	00105	84.50			84.50
156566	MERCHANTS FOODSERVICE	800 8443663	00105	13.38			13.38
181921	ALABAMA COASTAL RADIOLOGY	251 460-0326	00105	50.43			50.43
185084	POWER SYSTEMS OF MS	228 818 8315	00105	60.00			60.00
186268	LIFEGUARD AMBULANCE SERVICE		00105	418.81			418.81
186326	QCHC INC		00105	5,000.00			5,000.00
190130	MCKESSON MEDICAL		00105	205.33			205.33
	Juvenile Detention Fac Fund		00105	10,147.72	25.46-		10,173.18
14444	BAY IMAGES	251 6260044	00106	269.65			269.65
54037	SOUTH ALABAMA REGIONAL	334 4336541	00106	397.04			397.04
85307	WAL-MART SUPERCENTER *	251 9375558	00106	498.30			498.30
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00106	1.19			1.19
99320	INFIRMARY OCCUPATIONAL HEALTH	34 4333781	00106	103.00			103.00
162616	SWEAT TIRE - BAY MINETTE	5808473	00106	44.94			44.94
182836	ANDERSON, WILLIE FELISHA	251 978-2544	00106	726.16			726.16
184294	PRINT SHOP, THE	251 937 1772	00106	525.00			525.00
185084	POWER SYSTEMS OF MS	228 818 8315	00106	60.00			60.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00106	2,138.62	932.72-		3,071.34
188521	PONY EXPRESS	251 213 6693	00106	800.00			800.00

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
188659	AARON MEDIA SERVICES	251 272 0089	00106	3,000.00		3,000.00
190741	DAWN WILSON STUDIOS	302 563 8484	00106	1,400.00		1,400.00
	Baldwin Co Archives Fund		00106	9,963.90	932.72-	10,896.62
10432	ADT SECURITY SERVICES INC ***		00109	58.89	58.89	
14018	BAY MINETTE ANIMAL CLINIC	251 9377540	00109	960.00		960.00
14044	BALDWIN ANIMAL CLINIC PC		00109	1,797.50		1,797.50
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00109	148.07		148.07
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00109	125.90		125.90
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00109	24.04		24.04
105435	CINTAS FIRST AID & SAFETY	251 4437301	00109	79.08		79.08
136872	LOWE'S - DAPHNE	6217620	00109	73.50		73.50
180996	PHOENIX RESEARCH INDUSTRIES IN	770 455 7310	00109	178.79		178.79
185084	POWER SYSTEMS OF MS	228 818 8315	00109	60.00		60.00
185396	MAC'S AUTOGLASS LLC	251 228 2744	00109	245.00		245.00
187344	CINTAS - UNIFORMS		00109	306.76		306.76
187619	LEWIS, MARY LIPHAM	251 209-1235	00109	184.00		184.00
187817	MWI ANIMAL HEALTH	800 762 4800/2485	00109	779.12		779.12
188391	HILL'S PET NUTRITION INC		00109	897.92		897.92
190821	COGGIN, KAITLIN MICHELLE	850 375-2749	00109	184.00		184.00
	Animal Shelter		00109	6,102.57	58.89	6,043.68
10448	A & M PORTABLES INC	251 6790933	00111	150.00		150.00
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00111	165.86		165.86
36251	JUBILEE ACE HOME CENTER	334 9906665	00111	132.99		132.99
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	321,236.71	.04-	321,236.75
42817	NATIONAL SAFETY COUNCIL	800 6213433	00111	65.00		65.00
43003	OEC	800 759-3368	00111	547.20		547.20
43932	EVANS MFG	251 6336008	00111	553.50		553.50
45225	RUMBAUGH, LAURIE B	251 9372625	00111	52.20		52.20
48268	POPE CONTRACTING INC		00111	120,166.84		120,166.84
51003	RIVIERA UTILITIES		00111	1,613.94		1,613.94
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	57.62-	72.37-	14.75
51040	ROBERTSDALE POWER EQUIPMENT		00111	61.09		61.09
51305	ROBERTSDALE RENT-ALL - RENTAL	205 9474567	00111	50.00		50.00
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00111	268.00		268.00
54622	SMITH INDUSTRIAL SERVICE	251 4714315	00111	1,470.00		1,470.00
57038	TRACTOR & EQUIPMENT CO - MOBIL		00111	3,053.46		3,053.46
57071	THOMPSON TRACTOR CO	334 6265100	00111	2,900.48		2,900.48
64821	DANNY'S HYDRAULICS	334 9701713	00111	618.85		618.85
65007	VULCAN SIGNS	334 9431541	00111	865.72		865.72
65201	VULCAN MATERIALS CO - PO	251 6256681	00111	35,959.27		35,959.27

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
66295	VOLKERT INC **	251 3421070	00111	4,030.00			4,030.00
83660	ALABAMA PIPE & SUPPLY CO INC	251 6531399	00111	1,005.00			1,005.00
83782	GREER'S FOOD TIGER #34	251 947 2962	00111	42.15			42.15
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	18,981.03	162.97-		19,144.00
87716	LOWE'S FOLEY - 057700034	9705307	00111	161.61			161.61
87767	JANI KING OF MOBILE	504 4419700	00111	888.56			888.56
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00111	700.48			700.48
99320	INFIRMARY OCCUPATIONAL HEALTH	34 4333781	00111	63.00			63.00
104707	CAT RENTAL STORE, THE	251 4521180PH	00111	6,155.20			6,155.20
105435	CINTAS FIRST AID & SAFETY	251 4437301	00111	22.70			22.70
111077	ASPLUNDH TREE EXPERT - SAGINAW	205 6854000	00111	9,146.30			9,146.30
120432	HI-LINE - FOR PURCHASE ORDERS		00111	837.29			837.29
121355	AUTO ZONE - FOLEY	9431635	00111	165.98			165.98
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00111	141.78			141.78
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00111	186.78			186.78
133920	C & H CONSTRUCTION SERVICES	6256892	00111	16,500.00			16,500.00
144792	FOUNTAIN CORRECTIONAL FACILITY		00111	1,575.00			1,575.00
147125	STOCKTON EQUIPMENT CO	251 5803811	00111	49.70			49.70
148734	AIRGAS USA, LLC - PO'S		00111	634.23			634.23
148881	ANDREWS, SUSAN R	850 639-3751	00111	1,054.69			1,054.69
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	2,704.61			2,704.61
151634	AMMONS & BLACKMON CONSTRUCT	251 6260656	00111	47,605.21			47,605.21
162616	SWEAT TIRE - BAY MINETTE	5808473	00111	35.00			35.00
181290	WESCO - FOLEY - PO'S	251 424 1550	00111	205.76			205.76
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00111	202.88			202.88
181574	O'REILLY AUTO PARTS-FIRST CALL		00111	737.56			737.56
181899	SUBURBAN PROPANE - PO'S - DO N		00111	137.30			137.30
182059	SUNSOUTH LLC	251 943 5091	00111	53.84			53.84
182727	GILLIS CONSTRUCTION INC	251 580-0070	00111	355,026.97			355,026.97
182991	GEOCON ENGINEERING & MATERIA	251 424 0211	00111	200.00			200.00
183407	READY MIX USA LLC	251 943 2985	00111	555.00			555.00
184294	PRINT SHOP, THE	251 937 1772	00111	80.00			80.00
184603	ANDREW'S DIESEL & AUTOMOTIVE	251 591 1596	00111	93.00			93.00
185084	POWER SYSTEMS OF MS	228 818 8315	00111	180.00			180.00
185594	STAPLES CONTRACT & COMMERCIA	803 333 8496	00111	1,538.47			1,538.47
185685	DEWBERRY ENGINEERS INC	251 990 9950	00111	15,240.27			15,240.27
185700	STANTEC CONSULTING SERVICES IN	251 450 7601	00111	11,141.00			11,141.00
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00111	944.07			944.07
187849	MOTT MACDONALD CONSULTANTS	251 343 4366	00111	296.84			296.84
189979	FORTILINE INC	251 945 1177	00111	257.20			257.20

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
190650	SOUTHERN TIRE MART	877 786 4681	00111	21,042.85	26.64-		21,069.49
191038	NEX-XOS WORLDWIDE, LLC		00111	1,296.00			1,296.00
	7 Cent Gasoline Tax Fund		00111	1,011,788.80	262.02-		1,012,050.82
54037	SOUTH ALABAMA REGIONAL	334 4336541	00120	583.36			583.36
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00120	6.41			6.41
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00120	3,208.85			3,208.85
105435	CINTAS FIRST AID & SAFETY	251 4437301	00120	41.08			41.08
133938	AL STATE DEPT OF LABOR	334 2423460	00120	110.00			110.00
162616	SWEAT TIRE - BAY MINETTE	5808473	00120	323.49			323.49
181185	MAIL SOLUTIONS	251 232 9478	00120	137.00			137.00
182052	WATTERS, MARY E	251 9785205	00120	14.61			14.61
184040	WALTON, HELEN DEAS	251 990-0024	00120	35.38			35.38
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00120	1,609.82			1,609.82
187222	GULF COAST COMMERCIAL MULTIPLE		00120	1,320.00			1,320.00
	Reappraisal Fund		00120	7,390.00			7,390.00
143	SECTION 18 TRANSPORTATION FUND	251 9370355	00140	5,095.50			5,095.50
54042	SWEAT TIRE - ROBERTSDALE		00140	684.72			684.72
66357	WASTE MANAGEMENT OF AL-MOBILE		00140	127.99			127.99
85155	CHILDRESS, KELLY D	251 9647787	00140	21.46			21.46
94060	CHUCK STEVENS AUTO INC		00140	339.56			339.56
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00140	2.75			2.75
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	74.24			74.24
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00140	76.80			76.80
	Council on Aging Fund		00140	6,423.02			6,423.02
19009	CAMPBELL HARDWARE & SUPPLY	51 9472291	00143	8.48			8.48
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	585.14			585.14
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00143	41.20			41.20
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00143	355.99			355.99
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00143	50.00			50.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00143	587.10			587.10
108880	SPIVEY & CO LLC (BALDWIN TOW		00143	225.00			225.00
115852	DADE PAPER & BAG CO	251 9641500	00143	229.16			229.16
161138	MINGLEDORFF'S INC		00143	41.23			41.23
185084	POWER SYSTEMS OF MS	228 818 8315	00143	60.00			60.00
185222	ANGELTRAX	334 692 4600	00143	264.90			264.90
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00143	112.04			112.04
191120	GOVERNMENT PAYMENTS (R)		00143	45.00			45.00
	Section 18 Fund		00143	2,605.24			2,605.24
19009	CAMPBELL HARDWARE & SUPPLY	51 9472291	00144	318.60			318.60
49373	TUBBY'S TEE'S	334 928-0086	00144	240.00			240.00

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	285.79			285.79
51040	ROBERTSDALE POWER EQUIPMENT		00144	2,841.97			2,841.97
54042	SWEAT TIRE - ROBERTSDALE		00144	1,945.24			1,945.24
84216	W W GRAINGER - FOR PO'S	251 661-1035	00144	272.70			272.70
87767	JANI KING OF MOBILE	504 4419700	00144	207.96			207.96
98597	BALDWIN TRACTOR - PURCHASES	9474171	00144	190.32	21.15-		211.47
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00144	60.02			60.02
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00144	63.00			63.00
103114	BAY UTILITY TRAILERS INC	251 9436683	00144	510.00			510.00
105435	CINTAS FIRST AID & SAFETY	251 4437301	00144	150.04			150.04
111077	ASPLUNDH TREE EXPERT - SAGINAW	205 6854000	00144	979.75			979.75
148734	AIRGAS USA, LLC - PO'S		00144	303.05			303.05
182244	COASTAL INDUSTRIAL SUPPLY	251 947 9400	00144	172.45			172.45
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00144	391.96	3.95-		395.91
187344	CINTAS - UNIFORMS		00144	152.04			152.04
	Parks Fund		00144	9,084.89	25.10-		9,109.99
27022	GULF COAST NEWSPAPERS		00146	281.40			281.40
148881	ANDREWS, SUSAN R	850 639-3751	00146	580.47			580.47
	Eastern Shore Metro Planning O		00146	861.87			861.87
32045	HOSEA O. WEAVER & SON INC	251 3423025	00165	31,179.09	.01-		31,179.10
40589	MOBILE ASPHALT CO LLC	251 4080770	00165	2,084.37			2,084.37
43932	EVANS MFG	251 6336008	00165	1,024.00			1,024.00
65201	VULCAN MATERIALS CO - PO'	251 6256681	00165	2,136.47	.01-		2,136.48
86191	WARRINER CONSTRUCTION	6091226	00165	10,000.00			10,000.00
180100	CLEVERDON FARMS	251 943-1170	00165	540.00			540.00
	Gulf Mexico EnergySec Act 2006		00165	46,963.93	.02-		46,963.95
168209	YOUTH ADVOCATE PROGRAM INC	717 2327580	00180	9,408.50			9,408.50
191039	TAMIS CORPORATION, THE	800 448 2647	00180	31,181.20			31,181.20
	State Grants		00180	40,589.70			40,589.70
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00510	265.39			265.39
27030	GULF CHRYSLER PLYMOUTH DODGE	251 9435075	00510	202.40			202.40
48262	PIGGLY WIGGLY - BAY MINETTE	251 9377865	00510	407.34			407.34
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00510	163.03	113.12-		276.15
54092	BAY PAPER **	251 4769791	00510	1,273.68			1,273.68
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00510	1,697.00			1,697.00
57071	THOMPSON TRACTOR CO	334 6265100	00510	1,638.41			1,638.41
57327	TONY'S TOWING INC	251 9287334	00510	610.00			610.00
60417	GOODWYN, MILLS & CAWOOD INC	334 2713200	00510	6,595.92			6,595.92
65007	VULCAN SIGNS	334 9431541	00510	73.50			73.50
65201	VULCAN MATERIALS CO - PO'	251 6256681	00510	5,764.59	.01-		5,764.60

Supplier				Co	Balance Open	Aging			
Number	Name	Phone Number				Current	1 - 0	Over 0	
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567		00510	445.84	160.81-			606.65
72371	GENERAL MACHINERY CO INC - MOB			00510	540.50				540.50
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697		00510	44.50	14.00-			58.50
87716	LOWE'S FOLEY - 057700034	9705307		00510	1,037.93				1,037.93
91555	METALS USA	251 4564531		00510	932.00				932.00
95071	FLEETPRIDE - PO	251 4382489		00510	2,251.78				2,251.78
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG		00510	1,499.58				1,499.58
97682	COCA COLA BOTTLING CO-ROBERTSD			00510	1,187.20				1,187.20
98634	MCPHERSON OIL CO INC/DBA FUELMA	800 2398882		00510	434.52				434.52
99320	INFIRMARY OCCUPATIONAL HEALTHB	34 4333781		00510	103.00				103.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526		00510	387.03				387.03
105435	CINTAS FIRST AID & SAFETY	251 4437301		00510	86.64				86.64
107511	CDG ENGINEERS & ASSOCIATES	334 2229431		00510	4,843.12				4,843.12
115852	DADE PAPER & BAG CO	251 9641500		00510	57.91				57.91
120432	HI-LINE - FOR PURCHASE ORDERS			00510	361.72				361.72
127440	MONTGOMERY ADVERTISER **	334 2621611		00510	259.70				259.70
136354	G T MICHELLI SCALES - PO'S	251 6613656PH		00510	1,881.25				1,881.25
142551	FERGUSON ENTERPRISES INC - DAP	251 6212147		00510	501.61				501.61
149690	McGRIFF TIRE CO INC (PO'S ONL			00510	1,772.89	350.00-			2,122.89
158107	KIMBALL MIDWEST - PO	PO ONLY		00510	342.43				342.43
169455	W H THOMAS OIL CO INC	205 7552610		00510	826.00				826.00
180354	CERTIFIED LABORATORIES **	800 527 9929		00510	1,130.70				1,130.70
181164	CRITTER GITTER PEST CONTROL	850 455-6500		00510	250.00				250.00
181290	WESCO - FOLEY - PO'S	251 424 1550		00510	474.50				474.50
181899	SUBURBAN PROPANE - PO'S - DO N			00510	2.00				2.00
182059	SUNSOUTH LLC	251 943 5091		00510	195.20				195.20
185084	POWER SYSTEMS OF MS	228 818 8315		00510	1,445.00				1,445.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496		00510	416.62				416.62
185645	BEARD EQUIPMENT CO - MOBILE			00510	4,967.77				4,967.77
186715	CHAMBERS GLASS	251 964 2298		00510	175.00				175.00
186800	PIGGLY WIGGLY FOLEY #474	855 584 3744		00510	1,006.56				1,006.56
186802	PIGGLY WIGGLY LOXLEY #472	855 584 3744		00510	1,167.33				1,167.33
189979	FORTILINE INC	251 945 1177		00510	616.80				616.80
190028	VENTURE TECHNOLOGIES (CONVERGE			00510	6,156.51				6,156.51
	Solid Waste Fund			00510	56,492.40	637.94-			57,130.34
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291		00511	110.31				110.31
21179	DAVISON OIL COMPANY INC	334 633-4444		00511	1,304.98				1,304.98
36251	JUBILEE ACE HOME CENTER	334 9906665		00511	93.48				93.48
48298	POSTMARK INK	251 9281095		00511	1,061.34				1,061.34
48864	INGRAM EQUIPMENT LLC	800 7492783		00511	7,136.02				7,136.02

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	952.26			952.26
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00511	3,473.55	.02-		3,473.57
57327	TONY'S TOWING INC	251 9287334	00511	962.50			962.50
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00511	805.33			805.33
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	571.50			571.50
87716	LOWE'S FOLEY - 057700034	9705307	00511	329.23			329.23
91555	METALS USA	251 4564531	00511	1,398.00			1,398.00
95071	FLEETPRIDE - PO	251 4382489	00511	5,110.14	320.00-		5,430.14
97682	COCA COLA BOTTLING CO-ROBERTSD		00511	593.60			593.60
98634	MCPHERSON OIL CO INC/DBA FUEL	203 2398882	00511	444.47			444.47
101717	BRINK'S INCORPORATED		00511	334.50			334.50
103000	OTTO ENVIRONMENTAL SYSTEMS	678- 4327558PH	00511	21,168.00			21,168.00
105435	CINTAS FIRST AID & SAFETY	251 4437301	00511	24.79			24.79
120432	HI-LINE - FOR PURCHASE ORDERS		00511	356.69			356.69
128080	KENWORTH OF ALABAMA (PARTS ONL)	251 9574000P	00511	325.40			325.40
136872	LOWE'S - DAPHNE	6217620	00511	1,022.78			1,022.78
149690	McGRIFF TIRE CO INC (PO'S ONL		00511	9,892.20	450.00-		10,342.20
159767	CORE COMPUTING SOLUTIONS INC		00511	1,175.26			1,175.26
162801	COMPLETE SAFETY WORKS INC	251 4796788	00511	315.00			315.00
170536	SOUTHDATA INC *	251 3437616	00511	5,365.48			5,365.48
181290	WESCO - FOLEY - PO'S	251 424 1550	00511	88.01			88.01
183314	CASCADE ENGINEERING INC	203 695 1130	00511	450.00			450.00
183743	TRANSUNION RISK & ALTERNATIVE		00511	200.00			200.00
185594	STAPLES CONTRACT & COMMERCIAL	203 333 8496	00511	650.26			650.26
185973	GULF CITY BODY & TRAILER WORKS		00511	516.20			516.20
190918	RICE, ROBERT (R)		00511	21.00			21.00
191122	LANE, DOT (R)		00511	32.00			32.00
191123	THOMPSON, CARLA J (R)		00511	32.00			32.00
191125	THORNTON, BUDDY & SHEILA (R)		00511	48.00			48.00
191126	CHAMPION SECURITY (R)		00511	42.00			42.00
191127	TOBIAS, MIKE & DEBORAH (R)		00511	32.00			32.00
191128	BARNES, DOUG M & MARGIE F (R)		00511	20.85			20.85
191129	VAUGHN, LEONARD & DEBRA (R)		00511	16.00			16.00
191130	SKINNER MODELS INC (R)		00511	32.00			32.00
191131	HICKS, ANGEL (R)		00511	30.00			30.00
191132	SIMMONS, JO D JR (R)		00511	16.00			16.00
191133	EPPERSON VAUGHN, EDNA (R)		00511	16.00			16.00
191134	MADDEN, AMANDA (R)		00511	16.00			16.00
191135	SPAULDING, MARTIN J (R)		00511	16.00			16.00
191136	THOMPSON, MARY (R)		00511	16.00			16.00

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
191137	BONO, ANNETTE M (R)		00511	16.00		16.00
191138	DOBSON, EDWARD & KATHERINE (R)		00511	16.00		16.00
191139	DUKES, JULIE B & HUNSUCKER, JA		00511	16.00		16.00
191140	HARTER, KENNETH (R)		00511	30.00		30.00
191141	SCHOEN, ANDREW K (R)		00511	32.00		32.00
191142	BERRY, AMY M (R)		00511	16.00		16.00
191143	KULMAN, MANLEY (R)		00511	16.00		16.00
191144	STEELE, ELIZABETH J & BRIAN E		00511	16.00		16.00
191145	NUNNALLY, JOEY (R)		00511	48.00		48.00
191146	MULKEY, STEVE (R)		00511	56.70		56.70
191147	MOTHERSHED, JON (R)		00511	16.00		16.00
	Solid Waste Collection Fund		00511	66,895.83	770.02-	67,665.85
10007	ALABAMA LAW ENFORCEMENT AGENCY	2424900	00708	1,435.00		1,435.00
49381	MPH INDUSTRIES **	1-800-835-0690	00708	2,019.00		2,019.00
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697	00708	138.40		138.40
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00708	40.05		40.05
136514	FLOYDS EXHAUST & PERFORMANCE A	9479631	00708	770.00		770.00
181136	B I INCORPORATED		00708	13,937.99		13,937.99
189604	RFM SEATING	800 447 5542	00708	866.80		866.80
	Community Corrections		00708	19,207.24		19,207.24
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00721	2,341.50		2,341.50
181821	COPY PRODUCTS COMPANY		00721	80.00		80.00
	Data Processing Fee Fund		00721	2,421.50		2,421.50
10090	ALABAMA STATE BAR		00740	1,332.50		1,332.50
54037	SOUTH ALABAMA REGIONAL	334 4336541	00740	429.30		429.30
66391	XEROX CORP		00740	105.72		105.72
116169	GANEY, BRENDA Q		00740	3,433.34		3,433.34
180834	COX, DEANNA VICICH		00740	750.00		750.00
181809	RUFFIN, LORI G		00740	121.00		121.00
184466	CANDY WOOD, INC	251 604-1737	00740	150.00		150.00
	Law Library Fund		00740	6,321.86		6,321.86
14116	BALDWIN CNTY BOARD OF EDUCATIO		00744	25,445.70		25,445.70
14553	BALDWIN CNTY ECONOMIC DEVELOPM	9472445	00744	200,000.00		200,000.00
21127	DISTRICT ATTORNEY'S OFFICE		00744	109,434.00		109,434.00
	Bald Co Community Cap Fund		00744	334,879.70		334,879.70
14118	BALDWIN CNTY GENERAL FUND		00751	714.00		714.00
	BC Employee Fund		00751	714.00		714.00
43012	OFFICE OF PROSECUTION SERVICES		00760	466.93		466.93
	District Attorney Fund		00760	466.93		466.93
186451	SYMBOL HEALTH SOLUTIONS LLC		00790	41,586.49		41,586.49

..... Supplier .....			..... Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
Self Insurance Trust			00790	41,586.49			41,586.49
Grand Total(s)			00790	2,124,979.93	56,916.69		2,068,063.24

..... Document				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
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number 2846654	Type M	Date 9/25/2019	User ID	SGRANT			
PN	9204843			10/1/2019	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116		250,363.75-				D	
PV	497333	00001	001	9/24/2019		8312019	CASUAL SALES TAX; AUG 2019							
						Cash	00018481			250,363.75-	AA			
PN	9204843			10/1/2019	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116		1,539,366.96-				D	
PV	497372	00001	001	9/25/2019		9252019	SALES/USE TAX							
						Cash	00018481			1,539,366.96-	AA			
PN	9204843			10/1/2019	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116		383,786.04-				D	
PV	497372	00001	002	9/25/2019		9252019	SALES/USE TAX							
						Cash	00018481			383,786.04-	AA			
Totals for Bank Account									2,173,516.75-	2,173,516.75-				
Totals for Batch									2,173,516.75-	2,173,516.75-				
User Total									2,173,516.75-	2,173,516.75-				
Grand Total									2,173,516.75-	2,173,516.75-				



Baldwin County Commission

Agenda Action Form

File #: 19-2107, **Version:** 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Donna Bryars, Interim 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 \$2,100,747.14 (two million, one hundred thousand, seven hundred forty-seven dollars and fourteen 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
October 1, 2019**

Vendor Summary		Totals	Brief Description
1	AL CHILD SUPPORT PAYMENT CTR	2,496.39	Payroll
2	AL STATE DEPT OF REVENUE	265.94	Payroll
3	ALABAMA WIDESPREAD HOLDINGS LLC	8,072.50	Land Redemption
4	AT&T	4,970.16	Telephone
5	AT&T	987.30	Telephone
6	AT&T MOBILITY	360.19	Telephone
7	BALDWIN CNTY COMMISSION-BOOTS	162.50	Payroll
8	BALDWIN CNTY COMMISSION-DENTAL	12,318.08	Payroll
9	BALDWIN CNTY COMMISSION-HEALTH	64,984.52	Payroll
10	BALDWIN CNTY SHERIFF'S OFFICE	609,208.46	Payroll
11	BALDWIN EMC	9,526.00	Utilities
12	BLUE CROSS & BLUE SHIELD OF AL	358,514.95	Payroll
13	BROOKS, BILL	200.90	Solid Waste Refund
14	BYRNE, RICHARD & SHARON	80.60	Solid Waste Refund
15	CANOPY INVESTMENT COMPANY LLC	4,348.42	Land Redemption
16	CENTURYLINK	3,067.27	Telephone
17	CENTURYLINK	2,115.47	Telephone
18	DANIEL O'BRIEN	1,567.81	Payroll
19	DAPHNE, CITY OF	5,000.00	Bid; Solid Waste Collection
20	DEPT OF CHILDREN & FAMILY SERVICES	193.84	Payroll
21	DUGGER, RUSSELL E JR	2,400.00	ROW; Fred Duggar Road
22	EARLY, THOMAS W	5,000.00	Land Redemption
23	FAIRHOPE, CITY OF	8,382.39	Utilities
24	FIDELITY NATIONAL TITLE INSURANCE CO	400,000.00	Forty Seven Canal Place Property
25	FLEXIBLE BENEFITS	10,257.55	Payroll
26	FOLEY, CITY OF	57.72	Utilities
27	FRONTIER COMMUNICATIONS	66.59	Telephone
28	HANCOCK BANK	4,589.28	Credit Card Services
29	HARBOR COMMUNICATIONS LLC	3,559.81	Telephone
30	HERNANDEZ, EVELINA	3,450.00	Election Services
31	IRS-TAX PAYMENT	225,582.32	Payroll
32	JODY L WISE, CIRCUIT CLERK	353.24	Payroll
33	JUDICIAL RETIREMENT FUND	868.04	Payroll
34	N BALDWIN HOSPITAL WELLNESS	301.00	Payroll
35	NATIONWIDE RETIREMENT SOLUTIONS	9,054.01	Payroll
36	NELSON, PAULINE & SCOTT, R	142.00	Solid Waste Refund
37	NORTH BALDWIN UTILITIES	116.31	Utilities
38	PEIRAF DEFERRED COMPENSATION	2,924.00	Payroll
39	PRESCOTT, JEAN MARC	1,371.19	Land Redemption
40	PRESCOTT, TYLER MONTANA JUL	232.36	Land Redemption
41	RESTORATION FELLOWSHIP MINISTRIES	91.00	Solid Waste Refund
42	RETIREMENT SYSTEMS OF AL	253,722.79	Land Redemption
43	RIVIERA UTILITIES	12,245.55	Utilities
44	RYNO CONSULTING LLC	700.50	Monthly Pay Flow Fee
45	VERIZON WIRELESS	66,838.19	Telephone
Grand Total		2,100,747.14	

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
91547	NORTH BALDWIN HOSPITAL WELLNES		00001	223.00	39.00-		262.00
	General Fund		00001	223.00	39.00-		262.00
91547	NORTH BALDWIN HOSPITAL WELLNES		00106	39.00			39.00
	Baldwin Co Archives Fund		00106	39.00			39.00
91547	NORTH BALDWIN HOSPITAL WELLNES		00143	39.00			39.00
	Section 18 Fund		00143	39.00			39.00
Grand Total(s)			00143	301.00	39.00-		340.00

Document				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
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken									
G/L Bank Account 00018481						Cash	Batch Number	2846377	Type	M	Date	9/10/2019	User ID	RBENSON			
PN	9204822			9/10/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,322.70-				D	
PV	496248	00790	001	9/10/2019		42257 999 090619	WEEK: 09/02/19-09/06/19										
						Cash	00018481					2,322.70-	AA				
PN	9204822			9/10/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,234.16-				D	
PV	496248	00790	002	9/10/2019		42257 999 090619	WEEK: 09/02/19-09/06/19										
						Cash	00018481					2,234.16-	AA				
PN	9204822			9/10/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					546.82-				D	
PV	496248	00790	003	9/10/2019		42257 999 090619	WEEK: 09/02/19-09/06/19										
						Cash	00018481					546.82-	AA				
PN	9204822			9/10/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					146,560.53-				D	
PV	496248	00790	004	9/10/2019		42257 999 090619	WEEK: 09/02/19-09/06/19										
						Cash	00018481					146,560.53-	AA				
PN	9204822			9/10/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					3,034.25-				D	
PV	496248	00790	005	9/10/2019		42257 999 090619	WEEK: 09/02/19-09/06/19										
						Cash	00018481					3,034.25-	AA				
PN	9204822			9/10/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					34.23-				D	
PV	496248	00790	006	9/10/2019		42257 999 090619	WEEK: 09/02/19-09/06/19										
						Cash	00018481					34.23-	AA				
Totals for Bank Account												154,732.69-	154,732.69-				
Totals for Batch												154,732.69-	154,732.69-				
User Total												154,732.69-	154,732.69-				

Baldwin County Commission
Open A/P Summary Report

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As Of 9/10/2019

.....Supplier.....		Aging.....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	100.00	100.00		
40627	NATIONWIDE RETIREMENT SOLUTION		00001	125.00	125.00		
180373	BALDWIN CNTY COMMISSION - DENT		00001	272.00	272.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	5,452.00	5,452.00		
	General Fund		00001	5,949.00	5,949.00		
Grand Total(s)			00001	5,949.00	5,949.00		

Document				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
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken									
G/L Bank Account 00018481						Cash	Batch Number	2846383	Type	M	Date	9/10/2019	User ID	RBENSON			
PN	9204824			9/10/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					428.00-				D	
PV	496288	00790	001	9/10/2019		42257 998 090619	WEEK: 09/02/19-09/06/19										
						Cash	00018481					428.00-	AA				
PN	9204824			9/10/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,332.40-				D	
PV	496288	00790	002	9/10/2019		42257 998 090619	WEEK: 09/02/19-09/06/19										
						Cash	00018481					2,332.40-	AA				
PN	9204824			9/10/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					331.25-				D	
PV	496288	00790	003	9/10/2019		42257 998 090619	WEEK: 09/02/19-09/06/19										
						Cash	00018481					331.25-	AA				
PN	9204824			9/10/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					20,816.49-				D	
PV	496288	00790	004	9/10/2019		42257 998 090619	WEEK: 09/02/19-09/06/19										
						Cash	00018481					20,816.49-	AA				
PN	9204824			9/10/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					6,812.00-				D	
PV	496288	00790	005	9/10/2019		42257 998 090619	WEEK: 09/02/19-09/06/19										
						Cash	00018481					6,812.00-	AA				
Totals for Bank Account												30,720.14-	30,720.14-				
Totals for Batch												30,720.14-	30,720.14-				
User Total												30,720.14-	30,720.14-				
Grand Total												30,720.14-	30,720.14-				

..... Document				Date	Co.	Name	Address Number Amounts											
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken		G/L Distribution	LT	PC	PI	Subledger	/Type	Tax Amount		
G/L Bank Account				00018481		Cash		Batch Number		2846380	Type	M	Date	09/10/19		User ID	ECUTSINGER		
PN	9204823			09/13/19	00001	IRS-TAX PAYMENT	54188									D			
T7	496228	00001	001	09/13/19		0910198252510	636001408	Payroll Taxes											
						Cash	00018481								5,560.66-	AA			
PN	9204823			09/13/19	00001	IRS-TAX PAYMENT	54188								3,420.38-	D			
T7	496242	00001	001	09/13/19		091019825259	636001408	Payroll Taxes											
						Cash	00018481								3,420.38-	AA			
Totals for Bank Account								8,981.04-				8,981.04-							
Totals for Batch								8,981.04-				8,981.04-							
User Total								8,981.04-				8,981.04-							
Grand Total								8,981.04-				8,981.04-							

[illegible]

Document Payment				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken		Distribution					
						Cash	00018481			104.72-	AA				
PN	9204826			09/11/19	00001	RETIREMENT SYSTEMS OF AL	51059	37,464.84-					D		
T7	495738	00001	81	09/06/19		0920199500081	RSA PPE 090119 BW								
						Cash	00018481			37,464.84-	AA				
PN	9204826			09/11/19	00001	RETIREMENT SYSTEMS OF AL	51059	9,858.11-					D		
T7	495739	00001	82	09/06/19		0920199500082	RSA PPE 090119 BW								
						Cash	00018481			9,858.11-	AA				
PN	9204826			09/11/19	00103	RETIREMENT SYSTEMS OF AL	51059	343.15-					D		
T7	495740	00103	83	09/06/19		0920199500083	RSA PPE 090119 BW								
						Cash	00018481			343.15-	AA				
PN	9204826			09/11/19	00104	RETIREMENT SYSTEMS OF AL	51059	261.77-					D		
T7	495741	00104	84	09/06/19		0920199500084	RSA PPE 090119 BW								
						Cash	00018481			261.77-	AA				
PN	9204826			09/11/19	00104	RETIREMENT SYSTEMS OF AL	51059	336.00-					D		
T7	495742	00104	85	09/06/19		0920199500085	RSA PPE 090119 BW								
						Cash	00018481			336.00-	AA				
PN	9204826			09/11/19	00105	RETIREMENT SYSTEMS OF AL	51059	2,738.79-					D		
T7	495743	00105	86	09/06/19		0920199500086	RSA PPE 090119 BW								
						Cash	00018481			2,738.79-	AA				
PN	9204826			09/11/19	00105	RETIREMENT SYSTEMS OF AL	51059	909.62-					D		
T7	495744	00105	87	09/06/19		0920199500087	RSA PPE 090119 BW								
						Cash	00018481			909.62-	AA				
PN	9204826			09/11/19	00106	RETIREMENT SYSTEMS OF AL	51059	353.85-					D		
T7	495745	00106	88	09/06/19		0920199500088	RSA PPE 090119 BW								

..... Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger /Type	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					
						Cash	00018481		353.85-	AA				
PN	9204826			09/11/19	00106	RETIREMENT SYSTEMS OF AL	51059	231.34-				D		
T7	495746	00106	89	09/06/19		0920199500089	RSA PPE 090119 BW							
						Cash	00018481		231.34-	AA				
PN	9204826			09/11/19	00109	RETIREMENT SYSTEMS OF AL	51059	567.17-				D		
T7	495748	00109	90	09/06/19		0920199500090	RSA PPE 090119 BW							
						Cash	00018481		567.17-	AA				
PN	9204826			09/11/19	00109	RETIREMENT SYSTEMS OF AL	51059	1,240.85-				D		
T7	495749	00109	91	09/06/19		0920199500091	RSA PPE 090119 BW							
						Cash	00018481		1,240.85-	AA				
PN	9204826			09/11/19	00111	RETIREMENT SYSTEMS OF AL	51059	20,784.28-				D		
T7	495750	00111	92	09/06/19		0920199500092	RSA PPE 090119 BW							
						Cash	00018481		20,784.28-	AA				
PN	9204826			09/11/19	00111	RETIREMENT SYSTEMS OF AL	51059	9,164.29-				D		
T7	495751	00111	93	09/06/19		0920199500093	RSA PPE 090119 BW							
						Cash	00018481		9,164.29-	AA				
PN	9204826			09/11/19	00120	RETIREMENT SYSTEMS OF AL	51059	7,262.31-				D		
T7	495752	00120	94	09/06/19		0920199500094	RSA PPE 090119 BW							
						Cash	00018481		7,262.31-	AA				
PN	9204826			09/11/19	00120	RETIREMENT SYSTEMS OF AL	51059	2,306.09-				D		
T7	495753	00120	95	09/06/19		0920199500095	RSA PPE 090119 BW							
						Cash	00018481		2,306.09-	AA				
PN	9204826			09/11/19	00140	RETIREMENT SYSTEMS OF AL	51059	1,405.73-				D		
T7	495754	00140	96	09/06/19		0920199500096	RSA PPE 090119 BW							

Document Payment				Date Payment	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher				Payment Amount Discount Taken		Distribution					
						Cash	00018481			1,405.73-	AA				
PN	9204826			09/11/19	00140	RETIREMENT SYSTEMS OF AL	51059	195.12-					D		
T7	495755	00140	97	09/06/19		0920199500097	RSA PPE 090119 BW								
						Cash	00018481			195.12-	AA				
PN	9204826			09/11/19	00143	RETIREMENT SYSTEMS OF AL	51059	4,088.66-					D		
T7	495756	00143	98	09/06/19		0920199500098	RSA PPE 090119 BW								
						Cash	00018481			4,088.66-	AA				
PN	9204826			09/11/19	00143	RETIREMENT SYSTEMS OF AL	51059	2,336.61-					D		
T7	495757	00143	99	09/06/19		0920199500099	RSA PPE 090119 BW								
						Cash	00018481			2,336.61-	AA				
PN	9204826			09/11/19	00001	RETIREMENT SYSTEMS OF AL	51059	.35					D		
PD	496383	00001	001	09/11/19		09112019	RSA PPE 090119 ROUNDING								
						Cash	00018481			.35	AA				
Totals for Bank Account								125,471.79-		125,471.79-					
Totals for Batch								125,471.79-		125,471.79-					
User Total								125,471.79-		125,471.79-					
Grand Total								125,471.79-		125,471.79-					

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

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..... 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					
					Cash		00018481		50.00-	AA				
Totals for Bank Account								1,462.00-	1,462.00-					
Totals for Batch								1,462.00-	1,462.00-					
User Total								1,462.00-	1,462.00-					
Grand Total								1,462.00-	1,462.00-					

Document				Date	Co.	Name	Address Number	Amounts				G/L	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				Distribution						
G/L Bank Account 00018481						Cash	Batch Number 2846420	Type M	Date 09/11/19		User ID	ECUTSINGER						
PN	9204828			09/11/19	00001	RETIREMENT SYSTEMS OF AL	51059		984.00-							D		
T7	496240	00001	001	09/13/19		091019825257	RSA MONTHLY AUG 2019											
						Cash	00018481				984.00-	AA						
PN	9204828			09/11/19	00001	RETIREMENT SYSTEMS OF AL	51059		956.14-							D		
T7	496241	00001	001	09/13/19		091019825258	RSA MONTHLY AUG 2019											
						Cash	00018481				956.14-	AA						
Totals for Bank Account									1,940.14-		1,940.14-							
Totals for Batch									1,940.14-		1,940.14-							
User Total									1,940.14-		1,940.14-							
Grand Total									1,940.14-		1,940.14-							

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

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Document				Date	Co.	Name	Address Number	Amounts				G/L		LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken			Distribution							
G/L Bank Account				00018481		Cash	Batch Number	2846421	Type	M	Date	09/11/19	User ID	ECUTSINGER					
PN	9204829			09/11/19	00001	JUDICIAL RETIREMENT FUND	36240					868.04-				D			
T7	496236	00001	001	09/13/19		091019825253	JRF SEPTEMBER 2019												
						Cash	00018481					868.04-	AA						
						Totals for Bank Account				868.04-				868.04-					
						Totals for Batch				868.04-				868.04-					
						User Total				868.04-				868.04-					
						Grand Total				868.04-				868.04-					

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
14397	AT&T MOBILITY (WIRELESS) **		00001	42.23			42.23
19049	FOLEY, CITY OF		00001	57.72			57.72
27007	CENTURYLINK (GULFTEL) **		00001	80.10			80.10
51003	RIVIERA UTILITIES		00001	10,925.99			10,925.99
54017	AT&T (BELLSOUTH)*		00001	3,966.63			3,966.63
61111	CENTURYLINK(GULF TELEPHONE CO		00001	2,115.47			2,115.47
63589	AT&T (BELLSOUTH)**		00001	57.40			57.40
	General Fund		00001	17,245.54			17,245.54
14005	BALDWIN EMC	251 9890118	00109	2,022.00			2,022.00
	Animal Shelter		00109	2,022.00			2,022.00
14005	BALDWIN EMC	251 9890118	00111	435.00			435.00
51003	RIVIERA UTILITIES		00111	127.04			127.04
54017	AT&T (BELLSOUTH)*		00111	761.52			761.52
	7 Cent Gasoline Tax Fund		00111	1,323.56			1,323.56
54017	AT&T (BELLSOUTH)*		00140	242.01			242.01
	Council on Aging Fund		00140	242.01			242.01
51003	RIVIERA UTILITIES		00143	45.00			45.00
	Section 18 Fund		00143	45.00			45.00
14005	BALDWIN EMC	251 9890118	00144	99.00			99.00
19003	NORTH BALDWIN UTILITIES		00144	35.78			35.78
51003	RIVIERA UTILITIES		00144	49.80			49.80
63589	AT&T (BELLSOUTH)**		00144	388.61			388.61
	Parks Fund		00144	573.19			573.19
14005	BALDWIN EMC	251 9890118	00510	5,825.00			5,825.00
	Solid Waste Fund		00510	5,825.00			5,825.00
191097	NELSON, PAULINE & SCOTT, R (R)		00511	142.00			142.00
191098	BROOKS, BILL (R)		00511	200.90			200.90
191099	RESTORATION FELLOWSHIP MINISTR		00511	91.00			91.00
	Solid Waste Collection Fund		00511	433.90			433.90
14397	AT&T MOBILITY (WIRELESS) **		00740	317.96			317.96
152240	VERIZON WIRELESS **		00740	280.07			280.07
	Law Library Fund		00740	598.03			598.03
	Grand Total(s)		00740	28,308.23			28,308.23

..... Document				Date	Co.	Name	Address Number	..... Amounts										
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount				G/L	LT	PC	PI	Subledger	/Type	Tax Amount
						Account Description	Account Number	Discount Taken				Distribution						
G/L Bank Account			00018481			Cash	Batch Number	2846456	Type	M	Date	9/13/2019	User ID	RBENSON				
PN	9204830			9/13/2019	00165	FIDELITY NATIONAL TITLE INSURA	189485	400,000.00-							D			
PV	496420	00165	001	9/13/2019		9132019	FORTY SEVEN CANAL PLACE LLC											
						Cash	00018481	400,000.00-					AA					
Totals for Bank Account								400,000.00-		400,000.00-								
Totals for Batch								400,000.00-		400,000.00-								
User Total								400,000.00-		400,000.00-								
Grand Total								400,000.00-		400,000.00-								

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..... Document				Date	Co.	Name	Address Number Amounts				G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken			Distribution					
G/L Bank Account 00018481						Cash	Batch Number	2846508	Type	M	Date	9/17/2019	User ID	SGRANT			
PN	9204831			9/17/2019	00511	CITY OF DAPHNE	19267					5,000.00-				D	
PV	496702	00511	001	9/17/2019		2019-T	BID# 2019-T SOLID WASTE										
						Cash	00018481					5,000.00-	AA				
Totals for Bank Account												5,000.00-	5,000.00-				
Totals for Batch												5,000.00-	5,000.00-				
User Total												5,000.00-	5,000.00-				
Grand Total												5,000.00-✓	5,000.00-				

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.....Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account NumberAmounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		8,774.45-	AA				
PN	9204832			9/17/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	48.40-				D		
PV	496703	00790	009	9/17/2019		42257 999 091319	WEEK: 09/09/19-09/13/19							
						Cash	00018481		48.40-	AA				
PN	9204832			9/17/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	422.10-				D		
PV	496703	00790	010	9/17/2019		42257 999 091319	WEEK: 09/09/19-09/13/19							
						Cash	00018481		422.10-	AA				
PN	9204832			9/17/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	4,707.06				D		
PV	496703	00790	011	9/17/2019		42257 999 091319	WEEK: 09/09/19-09/13/19							
						Cash	00018481		4,707.06	AA				
PN	9204832			9/17/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,033.24				D		
PV	496703	00790	012	9/17/2019		42257 999 091319	WEEK: 09/09/19-09/13/19							
						Cash	00018481		2,033.24	AA				
PN	9204832			9/17/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	547.78				D		
PV	496703	00790	013	9/17/2019		42257 999 091319	WEEK: 09/09/19-09/13/19							
						Cash	00018481		547.78	AA				
PN	9204832			9/17/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,714.15				D		
PV	496703	00790	014	9/17/2019		42257 999 091319	WEEK: 09/09/19-09/13/19							
						Cash	00018481		2,714.15	AA				
Totals for Bank Account								116,356.93-	116,356.93-					
Totals for Batch								116,356.93-	116,356.93-					
User Total								116,356.93-	116,356.93-					

..... Document				Date	Co.	Name	Address Number	..... Amounts							
Ty	Payment	Voucher	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken	G/L	LT	PC	PI	Tax Amount
					Voucher		Account Description	Account Number			Distribution				
G/L Bank Account	00018481						Cash	Batch Number	2846519	Type	M	Date	9/17/2019	User ID	RBENSON
PN	9204833				9/17/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	19,323.22-					D	
PV	496704	00790	001		9/17/2019		42257-998 090119								
PERIOD: 09/01/19-10/01/19															
							Cash	00018481				19,323.22-	AA		
Totals for Bank Account									19,323.22-		19,323.22-				
Totals for Batch									19,323.22-		19,323.22-				
User Total									19,323.22-		19,323.22-				
Grand Total									19,323.22-		19,323.22-				


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..... Document				Date Payment Voucher	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 Amount Discount Taken	G/L Distribution					
						Cash	00018481		654.48-	AA				
PN	9204835			9/18/2019	00143	HANCOCK BANK	185975	141.10-				D		
PV	496852	00001	009	9/18/2019		AUG '19	CREDIT CARD SVC; AUG 2019							
						Cash	00018481		141.10-	AA				
PN	9204835			9/18/2019	00001	HANCOCK BANK	185975	24.82-				D		
PV	496852	00001	010	9/18/2019		AUG '19	CREDIT CARD SVC; AUG 2019							
						Cash	00018481		24.82-	AA				
PN	9204835			9/18/2019	00001	HANCOCK BANK	185975	171.96-				D		
PV	496852	00001	011	9/18/2019		AUG '19	CREDIT CARD SVC; AUG 2019							
						Cash	00018481		171.96-	AA				
PN	9204835			9/18/2019	00001	HANCOCK BANK	185975	211.48-				D		
PV	496852	00001	012	9/18/2019		AUG '19	CREDIT CARD SVC; AUG 2019							
						Cash	00018481		211.48-	AA				
PN	9204835			9/18/2019	00510	HANCOCK BANK	185975	110.86-				D		
PV	496852	00001	013	9/18/2019		AUG '19	CREDIT CARD SVC; AUG 2019							
						Cash	00018481		110.86-	AA				
PN	9204835			9/18/2019	00001	HANCOCK BANK	185975	320.07-				D		
PV	496852	00001	014	9/18/2019		AUG '19	CREDIT CARD SVC; AUG 2019							
						Cash	00018481		320.07-	AA				
PN	9204835			9/18/2019	00120	HANCOCK BANK	185975	199.99-				D		
PV	496852	00001	015	9/18/2019		AUG '19	CREDIT CARD SVC; AUG 2019							
						Cash	00018481		199.99-	AA				
PN	9204835			9/18/2019	00120	HANCOCK BANK	185975	388.13-				D		
PV	496852	00001	016	9/18/2019		AUG '19	CREDIT CARD SVC; AUG 2019							

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..... Document				Date	Co.	Name	Address Number Amounts							
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		388.13-	AA					
						Totals for Bank Account		4,589.28-	4,589.28-						
						Totals for Batch		4,589.28-	4,589.28-						
						User Total		4,589.28-	4,589.28-						
						Grand Total		4,589.28- 	4,589.28-						

..... Document				Date	Co.	Name	Address Number	..... Amounts		LT	PC	PI	Subledger	/Type	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						
						Cash	00018481		4,390.76-	AA					
PN	9204834			09/20/19	00106	IRS-TAX PAYMENT	54188	84.43-					D		
T7	496472	00106	001	09/20/19		09171982221116	636001408 Payroll Taxes								
						Cash	00018481		84.43-	AA					
PN	9204834			09/20/19	00106	IRS-TAX PAYMENT	54188	769.94-					D		
T7	496473	00106	001	09/20/19		09171982221117	636001408 Payroll Taxes								
						Cash	00018481		769.94-	AA					
PN	9204834			09/20/19	00109	IRS-TAX PAYMENT	54188	1,118.94-					D		
T7	496474	00109	001	09/20/19		09171982221118	636001408 Payroll Taxes								
						Cash	00018481		1,118.94-	AA					
PN	9204834			09/20/19	00109	IRS-TAX PAYMENT	54188	2,251.66-					D		
T7	496475	00109	001	09/20/19		09171982221119	636001408 Payroll Taxes								
						Cash	00018481		2,251.66-	AA					
PN	9204834			09/20/19	00111	IRS-TAX PAYMENT	54188	16,667.38-					D		
T7	496477	00111	001	09/20/19		09171982221120	636001408 Payroll Taxes								
						Cash	00018481		16,667.38-	AA					
PN	9204834			09/20/19	00111	IRS-TAX PAYMENT	54188	33,290.14-					D		
T7	496478	00111	001	09/20/19		09171982221121	636001408 Payroll Taxes								
						Cash	00018481		33,290.14-	AA					
PN	9204834			09/20/19	00120	IRS-TAX PAYMENT	54188	5,365.63-					D		
T7	496479	00120	001	09/20/19		09171982221122	636001408 Payroll Taxes								
						Cash	00018481		5,365.63-	AA					
PN	9204834			09/20/19	00120	IRS-TAX PAYMENT	54188	10,895.36-					D		
T7	496480	00120	001	09/20/19		09171982221123	636001408 Payroll Taxes								

Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger	/Type	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						
						Cash	00018481		10,895.36-	AA					
PN	9204834			09/20/19	00140	IRS-TAX PAYMENT	54188	754.21-				D			
T7	496481	00140	001	09/20/19		09171982221124	636001408 Payroll Taxes								
						Cash	00018481		754.21-	AA					
PN	9204834			09/20/19	00140	IRS-TAX PAYMENT	54188	1,741.02-				D			
T7	496482	00140	001	09/20/19		09171982221125	636001408 Payroll Taxes								
						Cash	00018481		1,741.02-	AA					
PN	9204834			09/20/19	00143	IRS-TAX PAYMENT	54188	3,092.15-				D			
T7	496483	00143	001	09/20/19		09171982221126	636001408 Payroll Taxes								
						Cash	00018481		3,092.15-	AA					
PN	9204834			09/20/19	00143	IRS-TAX PAYMENT	54188	7,264.02-				D			
T7	496484	00143	001	09/20/19		09171982221127	636001408 Payroll Taxes								
						Cash	00018481		7,264.02-	AA					
PN	9204834			09/20/19	00144	IRS-TAX PAYMENT	54188	1,606.90-				D			
T7	496485	00144	001	09/20/19		09171982221128	636001408 Payroll Taxes								
						Cash	00018481		1,606.90-	AA					
PN	9204834			09/20/19	00144	IRS-TAX PAYMENT	54188	3,772.52-				D			
T7	496486	00144	001	09/20/19		09171982221129	636001408 Payroll Taxes								
						Cash	00018481		3,772.52-	AA					
PN	9204834			09/20/19	00146	IRS-TAX PAYMENT	54188	293.73-				D			
T7	496488	00146	001	09/20/19		09171982221130	636001408 Payroll Taxes								
						Cash	00018481		293.73-	AA					
PN	9204834			09/20/19	00146	IRS-TAX PAYMENT	54188	487.48-				D			
T7	496489	00146	001	09/20/19		09171982221131	636001408 Payroll Taxes								

Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger	/Type	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						
						Cash	00018481		487.48-	AA					
PN	9204834			09/20/19	00510	IRS-TAX PAYMENT	54188	5,739.64-					D		
T7	496490	00510	001	09/20/19		09171982221132	636001408 Payroll Taxes								
						Cash	00018481		5,739.64-	AA					
PN	9204834			09/20/19	00510	IRS-TAX PAYMENT	54188	10,437.36-					D		
T7	496491	00510	001	09/20/19		09171982221133	636001408 Payroll Taxes								
						Cash	00018481		10,437.36-	AA					
PN	9204834			09/20/19	00511	IRS-TAX PAYMENT	54188	6,631.48-					D		
T7	496492	00511	001	09/20/19		09171982221134	636001408 Payroll Taxes								
						Cash	00018481		6,631.48-	AA					
PN	9204834			09/20/19	00511	IRS-TAX PAYMENT	54188	14,632.58-					D		
T7	496493	00511	001	09/20/19		09171982221135	636001408 Payroll Taxes								
						Cash	00018481		14,632.58-	AA					
PN	9204834			09/20/19	00740	IRS-TAX PAYMENT	54188	32.92-					D		
T7	496494	00740	001	09/20/19		09171982221136	636001408 Payroll Taxes								
						Cash	00018481		32.92-	AA					
PN	9204834			09/20/19	00740	IRS-TAX PAYMENT	54188	127.46-					D		
T7	496495	00740	001	09/20/19		09171982221137	636001408 Payroll Taxes								
						Cash	00018481		127.46-	AA					
Totals for Bank Account								216,601.28-	216,601.28-						
Totals for Batch								216,601.28-	216,601.28-						
User Total								216,601.28-	216,601.28-						

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..... Document				Date	Co.	Name	Address Number Amounts								Tax Amount
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount		G/L	LT	PC	PI	Subledger	/Type	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount	Taken	Distribution						
G/L Bank Account	00033079					Cash	Batch Number	2846548	Type	M	Date	9/18/2019	User ID	SGRANT		
PN	9204836			9/18/2019	00511	RYNO CONSULTING LLC	182668							D		
PV	496853	00511	001	9/18/2019		5705	MONTHLY PAY FLOW FEE									
						Cash	00033079						700.50-	AA		
Totals for Bank Account									700.50-				700.50-			
Totals for Batch									700.50-				700.50-			
User Total									700.50-				700.50-			
Grand Total									700.50-				700.50-			

Supplier		Aging					
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	4,773.71	4,773.71		
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,556.51	3,556.51		
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	347.08	347.08		
112221	WISE, JODY L CIRCUIT CLERK		00001	248.17	248.17		
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,359.00	4,359.00		
184047	O'BRIEN, DANIEL		00001	368.30	368.30		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	22,197.00	22,197.00		
	General Fund		00001	35,849.77	35,849.77		
717	FLEXIBLE BENEFITS	251 9370264	00103	41.67	41.67		
40627	NATIONWIDE RETIREMENT SOLUTION		00103	30.00	30.00		
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00103	364.00	364.00		
	County Transportation Fund		00103	469.67	469.67		
112221	WISE, JODY L CIRCUIT CLERK		00104	105.07	105.07		
180373	BALDWIN CNTY COMMISSION - DENT		00104	34.50	34.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00104	160.00	160.00		
	Legislative Del Off Fund		00104	299.57	299.57		
717	FLEXIBLE BENEFITS	251 9370264	00105	87.08	87.08		
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	329.50	329.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00105	806.50	806.50		
	Juvenile Detention Fac Fund		00105	1,762.23	1,762.23		
717	FLEXIBLE BENEFITS	251 9370264	00106	79.17	79.17		
180373	BALDWIN CNTY COMMISSION - DENT		00106	76.50	76.50		
184047	O'BRIEN, DANIEL		00106	252.92	252.92		
186456	BALDWIN CNTY COMMISSION - HEAL		00106	379.50	379.50		
	Baldwin Co Archives Fund		00106	788.09	788.09		
40627	NATIONWIDE RETIREMENT SOLUTION		00109	40.00	40.00		
180373	BALDWIN CNTY COMMISSION - DENT		00109	190.50	190.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00109	917.50	917.50		
188062	BALDWIN CNTY COMMISSION - BOOT		00109	20.00	20.00		
	Animal Shelter		00109	1,168.00	1,168.00		
717	FLEXIBLE BENEFITS	251 9370264	00111	1,584.36	1,584.36		
40627	NATIONWIDE RETIREMENT SOLUTION		00111	3,580.00	3,580.00		
54555	AL STATE DEPT OF REVENUE	205 2421220	00111	265.94	265.94		
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	700.75	700.75		
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,853.00	2,853.00		
184047	O'BRIEN, DANIEL		00111	44.30	44.30		
186456	BALDWIN CNTY COMMISSION - HEAL		00111	15,731.50	15,731.50		

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84		
	7 Cent Gasoline Tax Fund		00111	24,953.69	24,953.69		
717	FLEXIBLE BENEFITS	251 9370264	00120	948.29	948.29		
40627	NATIONWIDE RETIREMENT SOLUTION		00120	735.00	735.00		
180373	BALDWIN CNTY COMMISSION - DENT		00120	770.50	770.50		
184047	O'BRIEN, DANIEL		00120	337.84	337.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	2,916.50	2,916.50		
	Reappraisal Fund		00120	5,708.13	5,708.13		
717	FLEXIBLE BENEFITS	251 9370264	00140	237.50	237.50		
180373	BALDWIN CNTY COMMISSION - DENT		00140	244.00	244.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	1,190.00	1,190.00		
	Council on Aging Fund		00140	1,671.50	1,671.50		
717	FLEXIBLE BENEFITS	251 9370264	00143	714.58	714.58		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	365.00	365.00		
180373	BALDWIN CNTY COMMISSION - DENT		00143	800.50	800.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	3,794.50	3,794.50		
	Section 18 Fund		00143	5,674.58	5,674.58		
717	FLEXIBLE BENEFITS	251 9370264	00144	12.50	12.50		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	90.00	90.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	336.46	336.46		
180373	BALDWIN CNTY COMMISSION - DENT		00144	346.50	346.50		
184047	O'BRIEN, DANIEL		00144	423.69	423.69		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	1,343.50	1,343.50		
188062	BALDWIN CNTY COMMISSION - BOOT		00144	30.00	30.00		
	Parks Fund		00144	2,582.65	2,582.65		
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	364.00	364.00		
	Eastern Shore Metro Planning O		00146	472.00	472.00		
717	FLEXIBLE BENEFITS	251 9370264	00510	851.41	851.41		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	124.50	124.50		
180373	BALDWIN CNTY COMMISSION - DENT		00510	716.08	716.08		
184047	O'BRIEN, DANIEL		00510	140.76	140.76		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	2,942.02	2,942.02		
188062	BALDWIN CNTY COMMISSION - BOOT		00510	82.50	82.50		
	Solid Waste Fund		00510	4,857.27	4,857.27		
717	FLEXIBLE BENEFITS	251 9370264	00511	764.78	764.78		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	305.00	305.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	675.95	675.95		
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,246.00	1,246.00		

Baldwin County Commission
Open A/P Summary Report

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As Of 9/18/2019

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
186456	BALDWIN CNTY COMMISSION - HEAL		00511	6,426.00	6,426.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00511	30.00	30.00		
	Solid Waste Collection Fund		00511	9,447.73	9,447.73		
Grand Total(s)			00511	95,704.88	95,704.88		

[illegible]

..... Document				Date	Co.	Name	Address Number	..... Amounts							Tax Amount
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	
Voucher				Voucher		Account Description	Account Number	Discount Taken	Distribution						
						Cash	00018481		80.06-	AA					
PN	9204839			9/18/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	180.90-					D		
PV	496921	00790	009	9/18/2019		42257 998 091319	WEEK: 09/09/19-09/13/19								
						Cash	00018481		180.90-	AA					
PN	9204839			9/18/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,690.71					D		
PV	496921	00790	010	9/18/2019		42257 998 091319	WEEK: 09/09/19-09/13/19								
						Cash	00018481		2,690.71	AA					
PN	9204839			9/18/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,003.82					D		
PV	496921	00790	011	9/18/2019		42257 998 091319	WEEK: 09/09/19-09/13/19								
						Cash	00018481		1,003.82	AA					
PN	9204839			9/18/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,171.32					D		
PV	496921	00790	012	9/18/2019		42257 998 091319	WEEK: 09/09/19-09/13/19								
						Cash	00018481		2,171.32	AA					
Totals for Bank Account								37,381.97-	37,381.97-						
Totals for Batch								37,381.97-	37,381.97-						
User Total								37,381.97-	37,381.97-						
Grand Total								37,381.97-	37,381.97-						

..... Document				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
Ty	Voucher	Co.	Item					Payment Amount	Discount Taken					
G/L Bank Account 00018481						Cash	Batch Number	2846559	Type	M	Date	09/18/19	User ID	ECUTSINGER
PN	9204838			09/20/19	00144	RETIREMENT SYSTEMS OF AL	51059					1,896.10-		D
T7	496455	00144	001	09/20/19		09171982221100	PPE 091519 RSA BW							
						Cash	00018481					1,896.10-	AA	
PN	9204838			09/20/19	00144	RETIREMENT SYSTEMS OF AL	51059					1,245.20-		D
T7	496456	00144	001	09/20/19		09171982221101	PPE 091519 RSA BW							
						Cash	00018481					1,245.20-	AA	
PN	9204838			09/20/19	00146	RETIREMENT SYSTEMS OF AL	51059					412.89-		D
T7	496457	00146	001	09/20/19		09171982221102	PPE 091519 RSA BW							
						Cash	00018481					412.89-	AA	
PN	9204838			09/20/19	00510	RETIREMENT SYSTEMS OF AL	51059					6,352.52-		D
T7	496458	00510	001	09/20/19		09171982221103	PPE 091519 RSA BW							
						Cash	00018481					6,352.52-	AA	
PN	9204838			09/20/19	00510	RETIREMENT SYSTEMS OF AL	51059					2,340.51-		D
T7	496459	00510	001	09/20/19		09171982221104	PPE 091519 RSA BW							
						Cash	00018481					2,340.51-	AA	
PN	9204838			09/20/19	00511	RETIREMENT SYSTEMS OF AL	51059					7,758.69-		D
T7	496460	00511	001	09/20/19		09171982221105	PPE 091519 RSA BW							
						Cash	00018481					7,758.69-	AA	
PN	9204838			09/20/19	00511	RETIREMENT SYSTEMS OF AL	51059					4,852.98-		D
T7	496461	00511	001	09/20/19		09171982221106	PPE 091519 RSA BW							
						Cash	00018481					4,852.98-	AA	
PN	9204838			09/20/19	00740	RETIREMENT SYSTEMS OF AL	51059					93.30-		D
T7	496462	00740	001	09/20/19		09171982221107	PPE 091519 RSA BW							

..... Document				Date Payment Voucher	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 Amount Discount Taken	G/L Distribution					
						Cash	00018481		93.30-	AA				
PN	9204838			09/20/19	00001	RETIREMENT SYSTEMS OF AL	51059	37,472.69-				D		
T7	496682	00001	001	09/20/19		0917198222181	PPE 091519 RSA BW							
						Cash	00018481		37,472.69-	AA				
PN	9204838			09/20/19	00001	RETIREMENT SYSTEMS OF AL	51059	9,957.77-				D		
T7	496683	00001	001	09/20/19		0917198222182	PPE 091519 RSA BW							
						Cash	00018481		9,957.77-	AA				
PN	9204838			09/20/19	00103	RETIREMENT SYSTEMS OF AL	51059	343.64-				D		
T7	496684	00103	001	09/20/19		0917198222183	PPE 091519 RSA BW							
						Cash	00018481		343.64-	AA				
PN	9204838			09/20/19	00104	RETIREMENT SYSTEMS OF AL	51059	167.29-				D		
T7	496685	00104	001	09/20/19		0917198222184	PPE 091519 RSA BW							
						Cash	00018481		167.29-	AA				
PN	9204838			09/20/19	00104	RETIREMENT SYSTEMS OF AL	51059	336.00-				D		
T7	496686	00104	001	09/20/19		0917198222185	PPE 091519 RSA BW							
						Cash	00018481		336.00-	AA				
PN	9204838			09/20/19	00105	RETIREMENT SYSTEMS OF AL	51059	2,955.79-				D		
T7	496687	00105	001	09/20/19		0917198222186	PPE 091519 RSA BW							
						Cash	00018481		2,955.79-	AA				
PN	9204838			09/20/19	00105	RETIREMENT SYSTEMS OF AL	51059	931.83-				D		
T7	496688	00105	001	09/20/19		0917198222187	PPE 091519 RSA BW							
						Cash	00018481		931.83-	AA				
PN	9204838			09/20/19	00106	RETIREMENT SYSTEMS OF AL	51059	408.68-				D		
T7	496689	00106	001	09/20/19		0917198222188	PPE 091519 RSA BW							

..... 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					
						Cash	00018481		408.68-	AA				
PN	9204838			09/20/19	00106	RETIREMENT SYSTEMS OF AL	51059	276.28-				D		
T7	496690	00106	001	09/20/19		0917198222189	PPE 091519 RSA BW							
						Cash	00018481		276.28-	AA				
PN	9204838			09/20/19	00109	RETIREMENT SYSTEMS OF AL	51059	605.37-				D		
T7	496692	00109	001	09/20/19		0917198222190	PPE 091519 RSA BW							
						Cash	00018481		605.37-	AA				
PN	9204838			09/20/19	00109	RETIREMENT SYSTEMS OF AL	51059	1,239.00-				D		
T7	496693	00109	001	09/20/19		0917198222191	PPE 091519 RSA BW							
						Cash	00018481		1,239.00-	AA				
PN	9204838			09/20/19	00111	RETIREMENT SYSTEMS OF AL	51059	20,384.72-				D		
T7	496694	00111	001	09/20/19		0917198222192	PPE 091519 RSA BW							
						Cash	00018481		20,384.72-	AA				
PN	9204838			09/20/19	00111	RETIREMENT SYSTEMS OF AL	51059	8,834.64-				D		
T7	496695	00111	001	09/20/19		0917198222193	PPE 091519 RSA BW							
						Cash	00018481		8,834.64-	AA				
PN	9204838			09/20/19	00120	RETIREMENT SYSTEMS OF AL	51059	7,160.56-				D		
T7	496696	00120	001	09/20/19		0917198222194	PPE 091519 RSA BW							
						Cash	00018481		7,160.56-	AA				
PN	9204838			09/20/19	00120	RETIREMENT SYSTEMS OF AL	51059	2,310.01-				D		
T7	496697	00120	001	09/20/19		0917198222195	PPE 091519 RSA BW							
						Cash	00018481		2,310.01-	AA				
PN	9204838			09/20/19	00140	RETIREMENT SYSTEMS OF AL	51059	1,403.28-				D		
T7	496698	00140	001	09/20/19		0917198222196	PPE 091519 RSA BW							

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		1,403.28-	AA				
PN	9204838			09/20/19	00140	RETIREMENT SYSTEMS OF AL	51059	185.81-				D		
T7	496699	00140	001	09/20/19		0917198222197	PPE 091519 RSA BW							
						Cash	00018481		185.81-	AA				
PN	9204838			09/20/19	00143	RETIREMENT SYSTEMS OF AL	51059	4,075.21-				D		
T7	496700	00143	001	09/20/19		0917198222198	PPE 091519 RSA BW							
						Cash	00018481		4,075.21-	AA				
PN	9204838			09/20/19	00143	RETIREMENT SYSTEMS OF AL	51059	2,310.12-				D		
T7	496701	00143	001	09/20/19		0917198222199	PPE 091519 RSA BW							
						Cash	00018481		2,310.12-	AA				
PN	9204838			09/20/19	00001	RETIREMENT SYSTEMS OF AL	51059	.02				D		
PD	496909	00001	001	09/18/19		09202019	PPE 091519 RSA ROUNDING							
						Cash	00018481		.02	AA				
Totals for Bank Account								126,310.86-	126,310.86-					
Totals for Batch								126,310.86-	126,310.86-					
User Total								126,310.86-	126,310.86-					
Grand Total								126,310.86-	126,310.86-					

[illegible]

..... Document				Date	Co.	Name	Address Number	..... Amounts							
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount
Voucher				Voucher		Account Description	Account Number	Discount Taken	Distribution						
						Cash	00018481		50.00-	AA					
						Totals for Bank Account		1,462.00-	1,462.00-						
						Totals for Batch		1,462.00-	1,462.00-						
						User Total		1,462.00-	1,462.00-						
						Grand Total		1,462.00-	1,462.00-						

..... Document				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
Ty	Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number	2846572	Type	M	Date	9/19/2019	User ID	SGRANT
PN	9204840			9/19/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				208,067.93-		D	
PV	497012	00001	001	9/18/2019		9182019	PAYROLL; 9/20/19							
						Cash	00018481					208,067.93-	AA	
PN	9204840			9/19/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				109,044.97-		D	
PV	497012	00001	002	9/18/2019		9182019	PAYROLL; 9/20/19							
						Cash	00018481					109,044.97-	AA	
PN	9204840			9/19/2019	00708	BALDWIN CNTY SHERIFF'S OFFICE	10				8,080.42-		D	
PV	497012	00001	003	9/18/2019		9182019	PAYROLL; 9/20/19							
						Cash	00018481					8,080.42-	AA	
PN	9204840			9/19/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				131,392.51-		D	
PV	497012	00001	004	9/18/2019		9182019	PAYROLL; 9/20/19							
						Cash	00018481					131,392.51-	AA	
PN	9204840			9/19/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				143,047.78-		D	
PV	497012	00001	005	9/18/2019		9182019	PAYROLL; 9/20/19							
						Cash	00018481					143,047.78-	AA	
PN	9204840			9/19/2019	00708	BALDWIN CNTY SHERIFF'S OFFICE	10				9,574.85-		D	
PV	497012	00001	006	9/18/2019		9182019	PAYROLL; 9/20/19							
						Cash	00018481					9,574.85-	AA	
Totals for Bank Account								609,208.46-			609,208.46-			
Totals for Batch								609,208.46-			609,208.46-			
User Total								609,208.46-			609,208.46-			

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
19021	FAIRHOPE, CITY OF (UTILITIES)		00001	8,105.06			8,105.06
27007	CENTURYLINK (GULFTEL) **		00001	2,592.67			2,592.67
54257	FRONTIER COMMUNICATIONS		00001	66.59			66.59
63589	AT&T (BELL SOUTH)**		00001	541.29			541.29
131414	HERNANDEZ, EVELINA		00001	3,450.00			3,450.00
152240	VERIZON WIRELESS **		00001	55,053.60			55,053.60
155408	HARBOR COMMUNICATIONS LLC	6621532	00001	3,559.81			3,559.81
	General Fund		00001	73,369.02			73,369.02
19021	FAIRHOPE, CITY OF (UTILITIES)		00104	51.96			51.96
152240	VERIZON WIRELESS **		00104	86.70			86.70
	Legislative Del Off Fund		00104	138.66			138.66
152240	VERIZON WIRELESS **		00105	173.40			173.40
	Juvenile Detention Fac Fund		00105	173.40			173.40
152240	VERIZON WIRELESS **		00106	13.30-	13.30-		
	Baldwin Co Archives Fund		00106	13.30-	13.30-		
27007	CENTURYLINK (GULFTEL) **		00109	42.99			42.99
152240	VERIZON WIRELESS **		00109	658.43			658.43
	Animal Shelter		00109	701.42			701.42
14005	BALDWIN EMC	251 9890118	00111	190.00			190.00
27007	CENTURYLINK (GULFTEL) **		00111	85.99			85.99
51003	RIVIERA UTILITIES		00111	1,097.72			1,097.72
152240	VERIZON WIRELESS **		00111	2,850.67			2,850.67
191117	DUGGER, RUSSELL E JR		00111	2,400.00			2,400.00
	7 Cent Gasoline Tax Fund		00111	6,624.38			6,624.38
152240	VERIZON WIRELESS **		00120	1,110.31			1,110.31
	Reappraisal Fund		00120	1,110.31			1,110.31
14005	BALDWIN EMC	251 9890118	00140	391.00			391.00
19003	NORTH BALDWIN UTILITIES		00140	17.68			17.68
27007	CENTURYLINK (GULFTEL) **		00140	45.17			45.17
152240	VERIZON WIRELESS **		00140	170.06			170.06
	Council on Aging Fund		00140	623.91			623.91
19021	FAIRHOPE, CITY OF (UTILITIES)		00143	225.37			225.37
152240	VERIZON WIRELESS **		00143	1,907.06			1,907.06
	Section 18 Fund		00143	2,132.43			2,132.43
14005	BALDWIN EMC	251 9890118	00144	97.00			97.00
19003	NORTH BALDWIN UTILITIES		00144	62.85			62.85
152240	VERIZON WIRELESS **		00144	213.45			213.45
	Parks Fund		00144	373.30			373.30
152240	VERIZON WIRELESS **		00146	86.70			86.70
	Eastern Shore Metro Planning O		00146	86.70			86.70

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
14005	BALDWIN EMC	251 9890118	00510	467.00		467.00
27007	CENTURYLINK (GULFTEL) **		00510	220.35		220.35
152240	VERIZON WIRELESS **		00510	555.19		555.19
	Solid Waste Fund		00510	1,242.54		1,242.54
152240	VERIZON WIRELESS **		00511	1,673.49		1,673.49
191121	BYRNE, RICHARD & SHARON (R)		00511	80.60		80.60
	Solid Waste Collection Fund		00511	1,754.09		1,754.09
152240	VERIZON WIRELESS **		00708	2,032.36		2,032.36
	Community Corrections		00708	2,032.36		2,032.36
191118	EARLY, THOMAS W		00720	5,000.00		5,000.00
	Excess From Land Sales Fund		00720	5,000.00		5,000.00
128434	PRESCOTT, TYLER MONTANA JUL	334 456-9822	00725	232.36		232.36
130681	PRESCOTT, JEAN MARC	334 830-0258	00725	1,371.19		1,371.19
183258	ALABAMA WIDESPREAD HOLDINGS LL		00725	8,072.50		8,072.50
187158	CANOPY INVESTMENT COMPANY LLC		00725	4,348.42		4,348.42
	Land Redemption Fund		00725	14,024.47		14,024.47
Grand Total(s)			00725	109,373.69	13.30	109,386.99



Baldwin County Commission

Agenda Action Form

File #: 19-2118, **Version:** 1

Item #: GA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/1/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Counsel for the Baldwin County Commission (County Attorney) - Considerations Related to Contract for Services

STAFF RECOMMENDATION

As authorized at Section 6 of Act No. 239 (1931), as amended, approve the execution of a Contract for Services between the Baldwin County Commission and Stone Crosby, P.C. applicable to the Baldwin County Commission's appointment/designation of Counsel for the Baldwin County Commission which position shall be styled as "County Attorney."

The contract shall be effective on October 20, 2019 and shall continue in full force and effect unless terminated by the Baldwin County Commission or Stone Crosby, P.C., with or without cause, by giving thirty (30) days written notice of such termination.

BACKGROUND INFORMATION

Previous Commission action/date: September 20, 2019 - The Contract for County Attorney legal services with the Law firm of Blackburn, Conner and Taupeka, P.C., was terminated by the Commission, with a 30-day notice. The termination date for the current County Attorney Contract for Services will be effective on October 20, 2019.

Background: The Baldwin County Commission was established by a 1931 Act of the Alabama Legislature. The 1931 Act is considered a local legislative act applicable only to Baldwin County, Alabama, and is commonly referred to as Act No. 239 (1931), as amended.

Section 6 of Act No. 239 (1931), as amended, provides in pertinent part, as follows:

"The Commission shall have the duty, power, jurisdiction, authority and privilege: to employ counsel for the Commission under such contract as it shall deem advantageous ..."

At this time, the Baldwin County Commission wishes to approve the appointment/designation, as authorized by Section 6 of Act No. 239 (1931), as amended, of counsel, styled as "County Attorney" for the Baldwin County Commission.

FINANCIAL IMPACT

Total cost of recommendation: TBD

Budget line item(s) to be used: 51975.5154

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
A standard Contract for Services for County Attorney.

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Department - Obtain signature of Brad Hicks and County Commission Chairman. Forward a copy of the contract to Brad Hicks. Upload Contract to BCAP, Wayne Dyess as originator.

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)

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (hereafter the "Contract") is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission"), and STONE CROSBY, P.C. (hereafter the "Independent Contractor"), wherein the Independent Contractor 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 Contract.

WITNESSETH:

WHEREAS, the Baldwin County Commission was established by a 1931 Act of the Alabama Legislature which has been amended by said Alabama Legislature from time-to-time; and

WHEREAS, the aforementioned 1931 Act is considered a local legislative act applicable only to Baldwin County, Alabama, which is commonly referred to as Act No. 239 (1931), as amended; and

WHEREAS, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, as follows:

The Commission shall have the duty, power, jurisdiction, authority and privilege:
...to employ counsel for the Commission under such contract as it shall deem advantageous...

WHEREAS, the Baldwin County Commission, during its meeting held on **October 1, 2019**, voted to appoint/designate the Independent Contractor as Counsel for the Baldwin County Commission, said position identified as County Attorney; and

WHEREAS, the Independent Contractor is willing to accept said position pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and hereby acknowledged, the Baldwin County Commission and the Independent Contractor agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Contract as though 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.

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

Article III.

TERM(S), PERIOD OF APPOINTMENT/DESIGNATION AND INDEPENDENT CONTRACTOR

The Baldwin County Commission appoints the Independent Contractor, and the Independent Contractor hereby accepts said appointment as County Attorney for the Baldwin County Commission, which appointment shall be as an independent contractor and not as an employee of the Baldwin County Commission, said Independent Contractor having no rights under the personnel merit system of Baldwin County, Alabama. The Independent Contractor serves solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause to be determined exclusively by the Baldwin County Commission pursuant to this Contract.

The Independent Contractor shall commence performance of said duties, as provided herein, upon the effective date of this Contract, and the Independent Contractor shall complete the adequate performance of the said duties and provisions noted herein on a continuing and ongoing basis.

Article IV.

PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Contract shall be the date when the Chairman of the Baldwin County Commission places his signature hereon and shall continue in full force and effect unless terminated by the Baldwin County Commission or the Independent Contractor as set forth herein.

Article V.

SCOPE OF SERVICES/ DUTIES

The Independent Contractor shall serve as **County Attorney** providing legal counsel to the Baldwin County Commission. The Baldwin County Commission, and only the Baldwin County Commission, shall have supervisory control over the Independent Contractor.

It is expressly understood and agreed that the Independent Contractor will continue to represent other clients and parties, and such representation shall not be deemed a breach of this Contract. In the event that the Independent Contractor has or perceives a conflict of interest which prohibits the Independent Contractor's representation of the Baldwin County Commission in a given matter, the Baldwin County Commission shall be entitled to retain other counsel to represent the Baldwin

County Commission in such matter. In the event such a conflict of interest arises, the same shall not be deemed a breach of this Contract.

Article VI.

STANDARD OF PERFORMANCE

The Independent Contractor shall perform all such services in the manner and according to the standards observed by an able legal professional of the same skill and level of competence in the field within which said Independent Contractor is engaged, subject to all applicable rules and regulations.

Article VII.

COMPENSATION, TAXES AND BENEFITS

The Independent Contractor shall be paid an hourly rate of **\$225/hour** for work performed by the Independent Contractor and each attorney within the Firm providing services to the Baldwin County Commission. In addition, the Baldwin County Commission shall pay all expenses incurred by the Independent Contractor in providing services to the Baldwin County Commission, including, but not limited to, court costs, deposition expenses, travel expenses, facsimile charges, postage expenses, telephone expenses, copying charges and outside legal or expert expenses. Said payment shall be due and payable by the Baldwin County Commission to the Independent Contractor at the first of each month based on the invoices submitted by the Independent Contractor. For extraordinary services provided by the Independent Contractor, including, but not limited to, the issuance of opinion letters for bond issues or other matters beyond the normal scope of services contemplated by the Parties, the Independent Contractor shall be entitled to additional compensation as agreed upon between the Independent Contractor and the Baldwin County Commission.

The Baldwin County Commission shall not be responsible for paying any taxes on the Independent Contractor's behalf, and should the Baldwin County Commission be required to do so by state, federal, or local taxing agencies, the Independent Contractor agrees to promptly reimburse the Baldwin County Commission for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions and income tax.

The Independent Contractor understands and acknowledges that the Independent Contractor shall not be entitled to any of the benefits as an employee of the Baldwin County Commission including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

Notwithstanding any statement contained in this Contract, nothing herein shall be construed or interpreted as affording the Independent Contractor any rights existing under the personnel merit system of Baldwin County, Alabama.

Article VIII.

TERMINATION

It is understood that the Independent Contractor works at the sole discretion and the sole pleasure of the Baldwin County Commission. Nothing contained in this Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to terminate or not renew this Contract and to discontinue the services of the Independent Contractor at any time, with or without cause, by giving thirty (30) days written notice of such termination. Nothing contained in this Contract shall in any way prevent, limit or restrict the right of the Independent Contractor to terminate or not renew this Contract and to discontinue the services of the Independent Contractor at any time, with or without cause, by giving thirty (30) days written notice of such termination. In the event of termination of this Contract by either Party, the Independent Contractor shall be paid compensation and expenses for work performed through and including the date of termination.

Article IX.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Parties under this Contract is intended to be exclusive of any other remedy or remedies, and the Parties to this Contract retain each and every such remedy, now or hereafter existing at law or in equity or otherwise.

Article X.

SEVERABILITY

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

Article XI.

ASSIGNMENT

The Independent Contractor shall not assign any rights under this Contract without the prior written consent of the Baldwin County Commission, and any attempt to so assign without such consent shall be void, without legal effect and shall constitute grounds for termination of the Independent Contractor and this Contract. The retention by Independent Contractor of additional counsel to represent the Baldwin County Commission in a given matter shall not be regarded as an assignment of rights under this Contract by the Independent Contractor.

Article XII.

NO WAIVER OF DEFAULT

No delay or omission of the Parties to this Contract 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 Contract to the Parties shall be exercised from time to time and as often as may be deemed expedient.

Article XIII.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this 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 Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Contract and by no other means. Furthermore, this Contract replaces and supersedes any prior Contract for Services approved by the Baldwin County Commission and STONE CROSBY, P.C.

Article XIV.

COMPLIANCE WITH THE LAW

The Independent Contractor shall at all times remain in compliance with all Baldwin County, State of Alabama and Federal statutes, or other ordinances and regulations now in force or which may hereafter be in force with regard to this Contract.

Article XV.

ALABAMA LAW

This Contract shall be deemed to have been made in the State of Alabama and shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. Any litigation regarding this Contract or its contents shall be filed, if in state court, in the Circuit Court of Baldwin County, Alabama, or if in federal court, in the United States District Court for the Southern District of Alabama.

Article XVI.

AUTHORITY

All parties to this Contract warrant and represent that they have the power and the authority to enter into this 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 Contract have been fully complied with.

Article XVII.

NOTICES

Any notices to be given under this 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 XVIII.

CAPTIONS

The captions used in connection with the sections of this Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

Article XIX.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against a drafting party shall not be employed in the interpretation of this Contract or any amendments hereto.

BALDWIN COUNTY COMMISSION

By: _____ /
CHARLES F. GRUBER Date
As Its: Chairman

ATTEST:

WAYNE DYESS
As Its: County Administrator

STONE CROSBY, P.C.

By: _____ /
J. BRADFORD BOYD HICKS Date
Its: Partner/Attorney

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 WAYNE DYESS, whose name as County Administrator 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 J. BRADFORD BOYD HICKS, whose name as Partner/Attorney of STONE CROSBY, P.C., is signed to foregoing instrument and who is known to me, acknowledged before me on this date, being informed of the contents of the instrument, he 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: _____



Baldwin County Commission

Agenda Action Form

File #: 19-2163, **Version:** 1

Item #: IA1

Meeting Type: BCC Regular Meeting
Meeting Date: 10/1/2019
Item Status: Addendum
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Approval of Organizational Charts and Position Descriptions

STAFF RECOMMENDATION

Take the following actions:

Departments reporting to Budgeting and Purchasing

- 1) Approve the updated organizational charts for the Budgeting and Purchasing and the Sales, Use, and License Tax departments; and
- 2) Approve the updated position descriptions for: Purchasing Director and Assistant Purchasing Director; and

Building Inspections

- 3) Approve the updated organizational chart for the Building Inspections department; and
- 4) Approve the updated position descriptions for: Building Inspector III, Hazard Mitigation Coordinator, Office Manager, Office Assistant IV; and

Communications and Information Systems

- 5) Approve the updated organizational chart for the Communications and Information Systems department; and
- 6) Approve the updated position descriptions for: Application and Database Services Manager and Audio Visual and Teleconference Administrator; and

Emergency Management Agency

- 7) Approve the updated organizational chart for the Emergency Management Agency; and

8) Approve the updated position description for Deputy EMA Director; and

Finance and Accounting Department

9) Approve the updated organizational chart for the Finance and Accounting Department; and

10) Approve the updated position description for the Chief Compliance Officer; and

Highway Departments

11) Approve the updated organizational charts for the Highway Departments; and

12) Approve the updated position descriptions for: Master Mechanic, Mechanic II, Operations Support Specialist I (Administration), Operations Support Specialist I (Maintenance Barn), Operations Support Specialist I (Traffic Operations), Traffic Control Technician I (Stripe Crew Option), Traffic Control Technician II (Sign Option), Traffic Control Technician II (Stripe Crew Option), Traffic Control Technician III (Sign Option), Traffic Control Technician III (Stripe Crew Option), Traffic Control Technician IV (Signal Crew Option), and Traffic Control Technician IV (Stripe Crew Option).

Juvenile Detention Center

13) Approve the updated organizational chart for the Juvenile Detention Center; and

14) Approve the updated position descriptions for: Detention Technician, Detention Worker I, Detention Worker II, Administrative Support Specialist IV; and

Personnel

15) Approve the updated organizational chart for the Personnel Department; and

16) Approve the updated position description for Employee Relations and Training Administrator; and

Probate

17) Approve the updated organizational chart for the Probate Office; and

18) Approve the updated position descriptions for: Deputy Chief Clerk, License Revenue Administrator, License Revenue Manager, License Revenue Officer I, License Revenue Officer II, Probate Court Administrator III, Recording Officer, and Administrator of Motor Vehicle, Tags, and License; and

Revenue Commission

19) Approve the updated organizational chart for the Revenue Commission; and

20) Approve the updated position descriptions for: Administrator of Assessments, Administrator of Collections, Assessment Support Technician I, II, Specialist I and II, Assistant Chief Appraiser, and Chief Clerk of Collections; and

Solid Waste

21) Approve the updated organizational chart for the Solid Waste Departments; and

22) Approve the updated position descriptions for: Chief Administrative Assistant (Administration), Chief Administrative Assistant (Maintenance), Senior Billing Account Specialist - Compliance/Debt, Solid Waste Driver III/Trainer, Mechanic II, and Master Mechanic.

Departments Reporting to Commission Administration

23) Approve the updated organizational charts for: Commission Administration, Animal Control, Archives and History, Council on Aging, Planning and Zoning, Parks, BRATS, and Building Maintenance department; and

24) Approve the updated position descriptions for: Administrative Services Manager, Assistant Administrative Services Manager, Administrative Support Specialist II, Administrative Support Specialist IV, and Commission Executive Assistant; and

25) Approve the updated position descriptions for: Animal Shelter Manager, Animal Control Officer, Animal Control Technician, Animal Placement Specialist, Animal Resource Supervisor, Office Assistant III, Office Manager, Senior Animal Control Officer, and Senior Animal Control Technician; and

26) Approve the updated position descriptions for: Archives Specialist and Director of Archives and History/Special Historic Project Coordinator; and

27) Approve the updated position descriptions for: Director of Transportation, Mechanic II, and Customer Service Representative I; and

28) Approve the updated position descriptions for: Administrative Support Specialist IV, Case Manager, Case Worker, and Council on Aging Coordinator; and

29) Approve the updated position descriptions for: Horticulturist, Landscape Technician I, Landscape Technician II, Mechanic II, and Parks Supervisor; and

30) Approve the updated position descriptions for: Office Administrator, Permit/Subdivision Coordinator, and Senior Planner.

BACKGROUND INFORMATION

Previous Commission action/date: These actions correspond with the approval of the Fiscal Year 2019-2020 Budget changes approved during the September 20, 2019 Regular Meeting. The

Personnel Director respectfully requests that the above recommendations are approved.

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

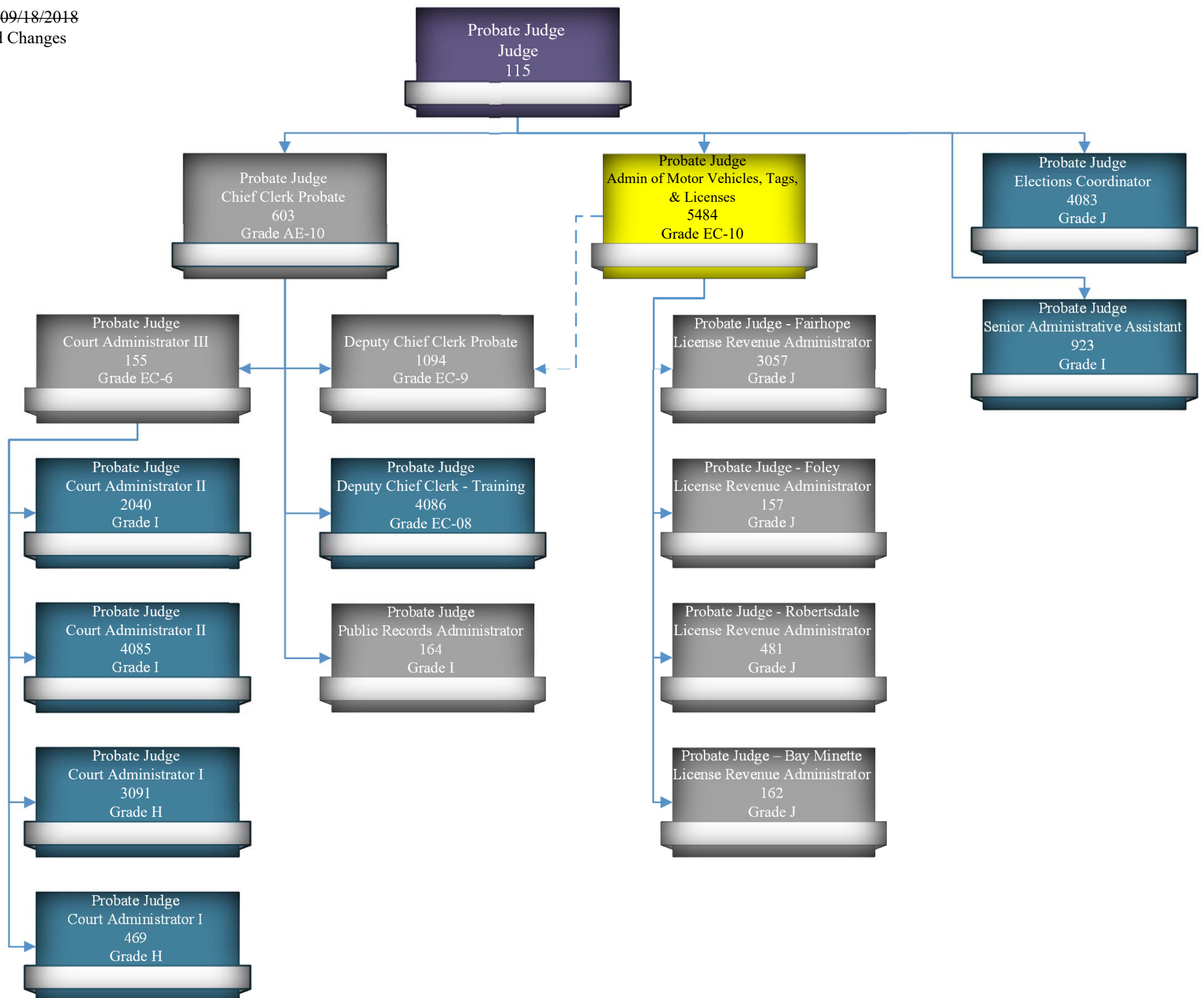
FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A



Approved 09/18/2018 – Proposed Changes



POSITION DESCRIPTION

Title: Administrator of Motor Vehicle, Tags, and Licenses

Departments: Probate

Job Analysis: October 2019

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

Relationships

Reports to: Probate Judge

Subordinate Staff: Probate Office personnel assigned to motor vehicles, tags, and licenses.

Internal contacts: Employees of Probate Office

External Contacts: General Public, Attorneys; Elected Officials and staff from other Counties, Cities and States; various State Agencies; Alabama Department of Revenue, Ad Valorem Tax Division, Motor Vehicles Division, Title Sections, Personalized Tag Division, Mandatory Liability Insurance Division, Sales Tax Division, Sales, Use & Business Tax Division, Vital Statistics, Marine Police Division, Department of Conservation and Natural Resources, Alabama Department of Public Safety

Status: Classified/Exempt (EC-10)

Job Summary

Supervises, assigns and reviews work of office staff assigned to motor vehicles, tags, and licenses divisions. Prepares and maintains records, reports and correspondence. Performs various other tasks as required.

Job Domains

A. The Administrator shall have the following powers

1. All jobs assigned by the Probate Judge.

B. Office Management

For Approval 10/01/2019

1. Interview and select new staff members.
2. Supervise, assign and review work of office staff.
3. Explain department policies and regulations to office staff.
4. Maintain records of absences, vacations, etc.
5. Maintain communication with office staff.
6. Assist with delivery of tags/office supplies to satellite offices.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Verbal skills to communicate effectively with office staff, attorneys and general public.
2. Math skills to perform basic mathematical operations.
3. Writing skills to clearly and neatly complete forms, reports, etc.
4. Reading skills to read and understand codes, regulations and policies.
5. Knowledge of county, state and federal rules, policies and regulations.
6. Ability to establish and maintain effective working relationships with subordinates, supervisors, other employees, general public.
7. Ability to give clear and concise instructions to the staff.
8. Ability to supervise an office staff.
9. Ability to exercise good judgment in making decisions in accordance with department policies and procedures.
10. Ability to operate office machines such as copy machine, calculator, computer.
11. Knowledge of filing systems.
12. Knowledge of Driver License Manual, Code of Alabama, Acts of Legislature.

Physical Characteristics

(In cases of physical handicap, reasonable accommodations will be made.)

1. See well enough to read manuals and written instructions.
2. Hear well enough to respond to verbal communication and to talk on the telephone.
3. Speak well enough to answer questions in a polite and courteous manner.
4. Body movement or mobility to stand, lift, bend and move.
5. Physical tolerance to work under stress due to constant contact with the public.

Other Characteristics

1. Be willing to travel to attend workshops, conferences, seminars, etc., out of town as needed.
2. Be willing to work overtime, non-standard hours or weekends to complete work within specific time period.
3. Related experience is desirable. Master's degree in business, human resources management public administration or related field is required.

POSITION DESCRIPTION

Title: Deputy Chief Clerk

Departments: Probate

Job Analysis: May 2007, Oct 2019

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

Relationships

Reports to: Chief Clerk, dotted line to Administrator of Motor Vehicles, Tags, and Licenses

Subordinate Staff: Probate Office personnel (All Departments)

Internal contacts: Members of Probate Office

External Contacts: General Public, Members of other County office, Attorneys, Members of law Enforcement offices, Members of State Department of Revenue and other offices.

Status: Classified/Exempt (EC-9)

Job Summary

Supervises, assigns and reviews work of office staff. Prepares and maintains records for Probate Office and Probate Court. Prepares reports and correspondence. Utilizes a computer for research of state laws and accesses records in records room as needed. ~~by computer IBM terminal and researches laws of the state.~~ Performs various other tasks as required.

Job Domains

A. The Deputy Chief Clerk shall have the following powers

1. Perform all accounting functions; prepares reports for daily, monthly and annual work for all Probate Departments.
2. All jobs assigned by Chief Clerk and Probate Judge.

B. Office Management

1. Interview and select new staff members.
2. Supervise, assign and review work of office staff.

3. Explain department policies and regulations to office staff.
4. Maintain records of absences, vacations, etc.
5. Maintain communication with office staff.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Verbal skills to communicate effectively with office staff, attorneys and general public.
2. Math skills to perform basic mathematical operations.
3. Writing skills to clearly and neatly complete forms, reports, etc.
4. Reading skills to read and understand codes, regulations and policies.
5. *Knowledge of county rules, policies and regulations.
6. Ability to establish and maintain effective working relationships with subordinates, supervisors, other employees, general public.
7. Ability to give clear and concise instructions to the staff.
8. Ability to supervise an office staff.
9. Ability to exercise good judgment in making decisions in accordance with department policies and procedures.
10. Ability to operate office machines such as copy machine, calculator, typewriter, P. C. and laser printers.
11. Knowledge of filing systems.
12. Knowledge of Driver License Manual, Code of Alabama, Acts of Legislature.

Physical Characteristics

(In cases of physical handicap, reasonable accommodations will be made.)

1. See well enough to read manuals and written instructions.
2. Hear well enough to respond to verbal communication and to talk on the telephone.
3. Speak well enough to answer questions in a polite and courteous manner.
4. Body movement or mobility to stand, lift, bend and move.
5. Physical tolerance to work under stress due to constant contact with the public.

Other Characteristics

1. Be willing to travel to attend workshops, conferences, seminars, etc., out of town as needed.
2. Be willing to work overtime, non-standard hours or weekends to complete work within specific time period.

Minimum Qualifications

1. Minimum of ten (10) years related experience is desirable, 4-year college degree, equivalent, or both.

POSITION DESCRIPTION

Title: License Revenue Administrator

Departments: Probate

Job Analysis: May 2007, October 2019

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

Relationships

Reports to: Chief Clerk, Administrator of Motor Vehicles, Tags, and Licenses

Subordinate Staff: License Revenue Manager, License Revenue Officer I, License Revenue Officer II

Internal contacts: Probate employees, Revenue Commissioner Employees and other County Employees.

External Contacts: General Public, Attorneys; Elected Officials and staff from other Counties, Cities and States; various State Agencies; Alabama Department of Revenue, Ad Valorem Tax Division, Motor Vehicles Division, Title Sections, Personalized Tag Division, Mandatory Liability Insurance Division, Sales Tax Division, Sales, Use & Business Tax Division, Vital Statistics, Marine Police Division, Department of Conservation and Natural Resources, Alabama Department of Public Safety

Status: Classified/Non-Exempt (J)

Job Summary

Highly skilled individual with an exemplary attitude and the initiative to manage the Probate License Department; supervises and evaluates License Revenue Managers, License Revenue Officer I and License Revenue Officer II. Employee follows established policy and procedures and guidelines in performance of duties. Must ensure that all employees are cross-trained and have the capability of performing other duties in someone's absence. Assigns job responsibilities accordingly. Have the capability of setting job priorities to ensure proficiency of job performance. Performs and maintains other office duties including accounting as required for daily operation of the office. Performs periodic audit of worked perform to ensure proper supporting documentation and procedures meet the requirements set forth by various State Agencies. Help resolve any matters either by telephone or in person that may come up during

the course of daily events. Works non-standard hours and willing to take on any additional responsibilities and assignments as requested.

Job Domains

A. Office Management:

1. Responsible for supervision of License Revenue Manager, License Revenue Officer I and License Revenue Officer II.
2. Responsible for employees following policy, procedures and guidelines set forth by Probate Judge.
3. Responsible for setting job priorities, when necessary, to ensure the overall work flow of office.
4. Responsible for maintaining adequate supplies and inventory for the daily function of office.
5. Compile daily reports to balance monies collected and make daily deposits.
6. Maintains time and attendance records for office.
7. Schedules annual, personal and sick leave.
8. Prepares evaluations for all employees in department.
9. Promotes additional training for employees.

B. License Issuance:

1. Motor Vehicle:
Responsible for training of employees so that they become familiar with:
 - a. Programs setup by ~~Delta~~ **Ingenuity** Computer Systems.
 - b. All tax and municipal codes for Baldwin County; to ensure the proper ad valorem tax is collected.
 - c. The different ad valorem tax assessment percentage rates; to ensure the proper assessed values are calculated.
 - d. State Laws and Regulations as setup by the Alabama Department of Revenue concerning the issuance of motor vehicle registrations.
 - e. The different specialized tags available and which specialized tags cannot be issued without proper documentation retention needed to meet the requirements setup by the Alabama Department of Revenue.
 - f. The issuance of commercial vehicle tags that require the consideration of certain restrictions and documentation.
 - g. Proper documentation that must be kept for transactions so that the State Laws, Rules and Regulations are maintained to meet the requirements of the Alabama Department of Revenue and the State Department, Examiners of Public Accounts.
 - h. The issuance of title applications so that the proper documentation is surrendered to the Alabama Department of Revenue.
 - i. The Rules and Regulations concerning the issuance of temporary tags.
 - j. The Rules and Regulations concerning the collection of state, county and municipal sales and use tax and supporting documentation retention required to meet the requirements for the Department of Public Accounts.

- k. The Rules and Regulations required by the Alabama Department of Revenue to issue credit vouchers.

2. Boat Registration:

Responsible for the training of employees so that they become familiar with:

- a. Programs setup by ~~Delta~~ Ingenuity Computer Systems
- b. The fees associated with the different classifications of vessels.
- c. The Rules and Regulations concerning the collection of state, county and municipal sales and use tax and supporting documentation retention needed to meet the requirements of the State Department, Examiners of Public Accounts.

3. Business License:

Responsible for the training of employees so that they become familiar with:

- a. Programs setup by ~~Delta~~ Ingenuity computer Systems.
- b. The fees associated with the issuance of various privilege licenses.
- c. The Rules and Regulations concerning the issuance of state and county privilege license.

4. Marriage License:

Responsible for the training of employees so that they become familiar with:

- a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
- b. Rules, Regulations and Laws concerning the issuance of marriage license for individuals who are divorced or require special documentation.
- c. The fees associated with the issuance of marriage license, ceremonies and certified copies.

5. Hunting and Fishing License:

Responsible for the training of employees so that they become familiar with:

- a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
- b. Rules, Regulations and Laws concerning the issuance of various hunting and fishing privilege license to Alabama residents and non-residents.
- c. Rules, Regulations and Laws concerning the issuance of various hunting and fishing privilege license for individuals who require proving residency.

6. Manufactured Home Registration:

Responsible for the training of employees so that they become familiar with:

- a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
- b. All municipal tax codes.
- c. All classifications of manufactured homes.
- d. Rules, Regulations and Laws concerning the registration of manufactured homes and retention of proper documentation.

- e. Rules, Regulations and Laws concerning the collection of state sales tax and the retention of proper documentation.
- f. The issuance of title applications and proper documentation that must be surrendered to the State Department of Revenue.

7. Driver License:

Responsible for the training of employees so that they become familiar with:

- a. Programs setup by the Alabama Department of Public Safety.
- b. Rules, Regulations and Laws concerning the issuance of driver license renewals, State Issued ID and replacement driver license.
- c. Documentation needed to apply for replacement driver license.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

- 1. Communication skills to convey to the public clear and concise explanations of the Alabama Department of Revenue Rules, Regulations and Laws and any county or Inter Office policy and procedures in a courteous and tactful manner.
- 2. Math skills to compute correctly any fees due the state, county or municipalities.
- 3. Skills to clearly define any State or County Rules and Regulations adhere to by this office and the daily routine correspondence from the public.
- 4. *Considerable knowledge of State Rules, Regulations and Laws concerning the issuance of various licenses.
- 5. *Ability to deal with public in all matters.
- 6. *Knowledge of County rules, regulations, policies and procedures.

Other Characteristics

- 1. Experience in working with the public.
- 2. Willing to travel out of county as needed.
- 3. Willing to work non-standard hours.
- 4. Willing to provide own automobile.

Minimum Qualifications

- 1. Possess a high school diploma or its equivalent.
- 2. Experience required, 3 years preferred.
- 3. Possess a valid driver's license.

POSITION DESCRIPTION

Title: License Revenue Manager

Department: Probate

Job Analysis: May 2007, October 2019

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

Relationships

Reports to: Chief Clerk, Administrator of Motor Vehicles, Tags, and Licenses, License Revenue Administrator

Subordinate Staff: License Revenue Officer I, License Revenue Officer II in absence of License Revenue Administrator

Internal contacts: Probate employees, Revenue Commissioner Employees and other County Employees.

External Contacts: General Public, Attorneys; Elected Officials and staff from other Counties, Cities and States; various State Agencies; Alabama Department of Revenue, Ad Valorem Tax Division, Motor Vehicles Division, Title Sections, Personalized Tag Division, Mandatory Liability Insurance Division, Sales Tax Division, Sales, Use & Business Tax Division, Vital Statistics, Marine Police Division, Department of Conservation and Natural Resources, Alabama Department of Public Safety

Status: Classified/Non-Exempt (I)

Job Summary

Highly skilled individual with an exemplary attitude and the initiative to manage the Probate License Department; supervises and evaluates License Revenue Officer I and License Revenue Officer II. Employee follows established policy and procedures and guidelines in performance of duties. Must ensure that all employees are cross-trained and have the capability of performing other duties in someone's absence. Assigns job responsibilities accordingly. Have the capability of setting job priorities to ensure proficiency of job performance. Performs and maintains other office duties including accounting as required for daily operation of the office. Performs periodic audit of worked perform to ensure proper supporting documentation and procedures meet the requirements set forth by various State Agencies. Help resolve any matters either by

telephone or in person that may come up during the course of daily events. Works non-standard hours and willing to take on any additional responsibilities and assignments as requested.

Job Domains

A. Office Management:

1. Responsible for assisting in supervision of License Revenue Officer I and License Revenue Officer II.
2. Responsible for employees following policy, procedures and guidelines set forth by Probate Judge.
3. Responsible for setting job priorities, when necessary, to ensure the overall work flow of office.
4. Responsible for maintaining adequate supplies and inventory for the daily function of office.
5. Compile daily reports to balance monies collected and make daily deposits.
6. Maintains time and attendance records for office.
7. Schedules annual, personal and sick leave.
8. Prepares evaluations for all employees in department.
9. Promotes additional training for employees.

B. License Issuance:

1. Motor Vehicle:
Responsible for training of employees so that they become familiar with:
 - a. Programs setup by Delta Ingenuity Computer Systems.
 - b. All tax and municipal codes for Baldwin County; to ensure the proper ad valorem tax is collected.
 - c. The different ad valorem tax assessment percentage rates; to ensure the proper assessed values are calculated.
 - d. State Laws and Regulations as setup by the Alabama Department of Revenue concerning the issuance of motor vehicle registrations.
 - e. The different specialized tags available and which specialized tags cannot be issued without proper documentation retention needed to meet the requirements setup by the Alabama Department of Revenue.
 - f. The issuance of commercial vehicle tags that require the consideration of certain restrictions and documentation.
 - g. Proper documentation that must be kept for transactions so that the State Laws, Rules and Regulations are maintained to meet the requirements of the Alabama Department of Revenue and the State Department, Examiners of Public Accounts.
 - h. The issuance of title applications so that the proper documentation is surrendered to the Alabama Department of Revenue.
 - i. The Rules and Regulations concerning the issuance of temporary tags.
 - j. The Rules and Regulations concerning the collection of state, county and municipal sales and use tax and supporting documentation retention required to meet the requirements for the Department of Public Accounts.

- k. The Rules and Regulations required by the Alabama Department of Revenue to issue credit vouchers.
- 2. Boat Registration:
Responsible for the training of employees so that they become familiar with:
 - a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
 - b. The fees associated with the different classifications of vessels.
 - c. The Rules and Regulations concerning the collection of state, county and municipal sales and use tax and supporting documentation retention needed to meet the requirements of the State Department, Examiners of Public Accounts.
- 3. Business License:
Responsible for the training of employees so that they become familiar with:
 - a. Programs setup by ~~Delta~~ Ingenuity computer Systems.
 - b. The fees associated with the issuance of various privilege licenses.
 - c. The Rules and Regulations concerning the issuance of state and county privilege license.
- 4. Marriage License:
Responsible for the training of employees so that they become familiar with:
 - a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
 - b. Rules, Regulations and Laws concerning the issuance of marriage license for individuals who are divorced or require special documentation.
 - c. The fees associated with the issuance of marriage license, ceremonies and certified copies.
- 5. Hunting and Fishing License:
Responsible for the training of employees so that they become familiar with:
 - a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
 - b. Rules, Regulations and Laws concerning the issuance of various hunting and fishing privilege license to Alabama residents and non-residents.
 - c. Rules, Regulations and Laws concerning the issuance of various hunting and fishing privilege license for individuals who require proving residency.
- 6. Manufactured Home Registration:
Responsible for the training of employees so that they become familiar with:
 - a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
 - b. All municipal tax codes.
 - c. All classifications of manufactured homes.
 - d. Rules, Regulations and Laws concerning the registration of manufactured homes and retention of proper documentation.
 - e. Rules, Regulations and Laws concerning the collection of state sales tax and the retention of proper documentation.
 - f. The issuance of title applications and proper documentation that must be surrendered to the State Department of Revenue.

7. Driver License:

Responsible for the training of employees so that they become familiar with:

- a. Programs setup by the Alabama Department of Public Safety.
- b. Rules, Regulations and Laws concerning the issuance of driver license renewals, State Issued ID and replacement driver license.
- c. Documentation needed to apply for replacement driver license.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Communication skills to convey to the public clear and concise explanations of the Alabama Department of Revenue Rules, Regulations and Laws and any county or Inter Office policy and procedures in a courteous and tactful manner.
2. Math skills to compute correctly any fees due the state, county or municipalities.
3. Skills to clearly define any State or County Rules and Regulations adhere to by this office and the daily routine correspondence from the public.
4. *Considerable knowledge of State Rules, Regulations and Laws concerning the issuance of various licenses.
5. *Ability to deal with public in all matters.
6. *Knowledge of County rules, regulations, policies and procedures.

Other Characteristics

1. Experience in working with the public.
2. Willing to travel out of county as needed.
3. Willing to work non-standard hours.
4. Willing to provide own automobile.

Minimum Qualifications

1. Possess a high school diploma or its equivalent.
2. Experience required, 1-2 years preferred.
3. Possess a valid driver's license.

POSITION DESCRIPTION

Title: License Revenue Officer I

Department: Probate

Job Analysis: May 2007, January 2011, October 2019

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

Relationships

Reports to: Chief Clerk, Administrator of Motor Vehicles, Tags, and Licenses, License Revenue Administrator

Subordinates: None

Internal contacts: Probate employees, Revenue Commissioner Employees and other County Employees.

External Contacts: General Public, Attorneys; Elected Officials and staff from other Counties, Cities and States; various State Agencies; Alabama Department of Revenue, Ad Valorem Tax Division, Motor Vehicles Division, Title Sections, Personalized Tag Division, Mandatory Liability Insurance Division, Sales Tax Division, Sales, Use & Business Tax Division, Vital Statistics, Marine Police Division, Department of Conservation and Natural Resources, Alabama Department of Public Safety

Status: Classified/Non-Exempt (G)

Job Summary

A motivated individual with an exemplary attitude and the initiative to take on any additional responsibilities and assignments as requested. Employee follows established policy and procedures and guidelines in performance of duties. Have the capability of setting job priorities to ensure proficiency of job performance. Performs and maintains other office duties including accounting as required for daily operation of the office. Help resolve any matters, either by telephone or in person that may come up during the course of daily events. Work non-standard hours.

Job Domains

A. Office Management:

1. Provides staff support to the License Revenue Administrator and License Revenue Manager.
2. Responsible for following policy, procedures and guidelines set forth by Probate Judge.
3. Compile daily reports to balance monies collected.
4. Responsible for setting job priorities.

B. License Issuance:

1. Motor Vehicle:

Responsible for becoming familiar with:

- a. Programs setup by ~~Delta~~ **Ingenuity** Computer Systems.
- b. All tax and municipal codes for Baldwin County; to ensure the proper ad valorem tax is collected.
- c. The different ad valorem tax assessment percentage rates; to ensure the proper assessed values are calculated.
- d. State Laws and Regulations as setup by the Alabama Department of Revenue concerning the issuance of motor vehicle registrations.
- e. The different specialized tags available and which specialized tags cannot be issued without proper documentation retention needed to meet the requirements setup by the Alabama Department of Revenue.
- f. The issuance of commercial vehicle tags that require the consideration of certain restrictions and documentation.
- g. Proper documentation that must be kept for transactions so that the State Laws, Rules and Regulations are maintained to meet the requirements of the Alabama Department of Revenue and the State Department, Examiners of Public Accounts.
- h. The issuance of title applications so that the proper documentation is surrendered to the Alabama Department of Revenue.
- i. The Rules and Regulations concerning the issuance of temporary tags.
- j. The Rules and Regulations concerning the collection of state, county and municipal sales and use tax and supporting documentation retention required to meet the requirements for the Department of Public Accounts.
- k. The Rules and Regulations required by the Alabama Department of Revenue to issue credit vouchers.

2. Boat Registration:

Responsible for becoming familiar with:

- a. Programs setup by ~~Delta~~ **Ingenuity** Computer Systems
- b. The fees associated with the different classifications of vessels.
- c. The Rules and Regulations concerning the collection of state, county and municipal sales and use tax and supporting documentation retention needed to meet the requirements of the State Department, Examiners of Public Accounts.

3. Business License:

Responsible for becoming familiar with:

- a. Programs setup by ~~Delta~~ **Ingenuity** Computer Systems.
 - b. The fees associated with the issuance of various privilege licenses.
 - c. The Rules and Regulations concerning the issuance of state and county privilege license.
4. Marriage License:
Responsible for becoming familiar with:
- a. Programs setup by ~~Delta~~ **Ingenuity** Computer Systems.
 - b. Rules, Regulations and Laws concerning the issuance of marriage license for individuals who are divorced or require special documentation.
 - c. The fees associated with the issuance of marriage license, ceremonies and certified copies.
5. Hunting and Fishing License:
Responsible for becoming familiar with:
- a. Programs setup by ~~Delta~~ **Ingenuity** Computer Systems.
 - b. Rules, Regulations and Laws concerning the issuance of various hunting and fishing privilege license to Alabama residents and non-residents.
 - c. Rules, Regulations and Laws concerning the issuance of various hunting and fishing privilege license for individuals who require proving residency.
6. Manufactured Home Registration:
Responsible for becoming familiar with:
- a. Programs setup by ~~Delta~~ **Ingenuity** Computer Systems.
 - b. All municipal tax codes.
 - c. All classifications of manufactured homes.
 - d. Rules, Regulations and Laws concerning the registration of manufactured homes and retention of proper documentation.
 - e. Rules, Regulations and Laws concerning the collection of state sales tax and the retention of proper documentation.
 - f. The issuance of title applications and proper documentation that must be surrendered to the State Department of Revenue.
7. Driver License:
Responsible for becoming familiar with:
- a. Programs setup by the Alabama Department of Public Safety.
 - b. Rules, Regulations and Laws concerning the issuance of driver license renewals, State Issued ID and replacement driver license.
 - c. Documentation needed to apply for replacement driver license.

Knowledge, Skills and Abilities

(Any item with an asterisk will be taught on the job.)

- 1. Communication skills to convey to the public clear and concise explanations of the Alabama Department of Revenue Rules, Regulations and Laws and any county or Inter Office policy and procedures in a courteous and tactful manner.
- 2. Math skills to compute correctly any fees due the state, county, or municipalities.

3. Skills to clearly define any State or County Rules and Regulations adhere to by this office and the daily routine correspondence from the public.
4. *Considerable knowledge of State Rules, Regulations and Laws concerning the issuance of various licenses.
5. *Ability to deal with public in all matters.
6. *Knowledge of County rules, regulations, policies and procedures.

Other Characteristics

1. Experience in working with the public.
2. Willing to travel out of county as needed.
3. Willing to work non-standard hours.
4. Willing to provide own automobile.

Minimum Qualifications

1. Possess a high school diploma or its equivalent.
2. Experience required, 1 year preferred.
3. Possess a valid driver's license.

POSITION DESCRIPTION

Title: License Revenue Officer II

Department: Probate

Job Analysis: May 2007, January, 2011, **October 2019**

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

Relationships

Reports to: Chief Clerk, **Administrator of Motor Vehicles, Tags, and Licenses,**
License Revenue Administrator

Subordinates: None

Internal contacts: Probate employees, Revenue Commissioner Employees and other
County Employees.

External Contacts: General Public, Attorneys; Elected Officials and staff from other
Counties, Cities and States; various State Agencies; Alabama
Department of Revenue, Ad Valorem Tax Division, Motor
Vehicles Division, Title Sections, Personalized Tag Division,
Mandatory Liability Insurance Division, Sales Tax Division, Sales,
Use & Business Tax Division, Vital Statistics, Marine Police
Division, Department of Conservation and Natural Resources,
Alabama Department of Public Safety

Status: Classified/Non-Exempt (H)

Job Summary

A motivated individual with an exemplary attitude and the initiative to take on any additional responsibilities and assignments as requested. Employee follows established policy and procedures and guidelines in performance of duties. Have the capability of setting job priorities to ensure proficiency of job performance. Performs and maintains other office duties including accounting as required for daily operation of the office. Help resolve any matters, either by telephone or in person that may come up during the course of daily events. Work non-standard hours.

Job Domains

A. Office Management:

1. Provides staff support to the License Revenue Administrator and License Revenue Manager.
2. Responsible for following policy, procedures and guidelines set forth by Probate Judge.
3. Compile daily reports to balance monies collected.
4. Responsible for setting job priorities.

B. License Issuance:

1. Motor Vehicle:

Responsible for becoming familiar with:

- a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
- b. All tax and municipal codes for Baldwin County; to ensure the proper ad valorem tax is collected.
- c. The different ad valorem tax assessment percentage rates; to ensure the proper assessed values are calculated.
- d. State Laws and Regulations as setup by the Alabama Department of Revenue concerning the issuance of motor vehicle registrations.
- e. The different specialized tags available and which specialized tags cannot be issued without proper documentation retention needed to meet the requirements setup by the Alabama Department of Revenue.
- f. The issuance of commercial vehicle tags that require the consideration of certain restrictions and documentation.
- g. Proper documentation that must be kept for transactions so that the State Laws, Rules and Regulations are maintained to meet the requirements of the Alabama Department of Revenue and the State Department, Examiners of Public Accounts.
- h. The issuance of title applications so that the proper documentation is surrendered to the Alabama Department of Revenue.
- i. The Rules and Regulations concerning the issuance of temporary tags.
- j. The Rules and Regulations concerning the collection of state, county and municipal sales and use tax and supporting documentation retention required to meet the requirements for the Department of Public Accounts.
- k. The Rules and Regulations required by the Alabama Department of Revenue to issue credit vouchers.

2. Boat Registration:

Responsible for becoming familiar with:

- a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
- b. The fees associated with the different classifications of vessels.
- c. The Rules and Regulations concerning the collection of state, county and municipal sales and use tax and supporting documentation retention needed to meet the requirements of the State Department, Examiners of Public Accounts.

3. Business License:

Responsible for becoming familiar with:

- a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
- b. The fees associated with the issuance of various privilege licenses.

- c. The Rules and Regulations concerning the issuance of state and county privilege license.
- 4. Marriage License:
Responsible for becoming familiar with:
 - a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
 - b. Rules, Regulations and Laws concerning the issuance of marriage license for individuals who are divorced or require special documentation.
 - c. The fees associated with the issuance of marriage license, ceremonies and certified copies.
- 5. Hunting and Fishing License:
Responsible for becoming familiar with:
 - a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
 - b. Rules, Regulations and Laws concerning the issuance of various hunting and fishing privilege license to Alabama residents and non-residents.
 - c. Rules, Regulations and Laws concerning the issuance of various hunting and fishing privilege license for individuals who require proving residency.
- 6. Manufactured Home Registration:
Responsible for becoming familiar with:
 - a. Programs setup by ~~Delta~~ Ingenuity Computer Systems.
 - b. All municipal tax codes.
 - c. All classifications of manufactured homes.
 - d. Rules, Regulations and Laws concerning the registration of manufactured homes and retention of proper documentation.
 - e. Rules, Regulations and Laws concerning the collection of state sales tax and the retention of proper documentation.
 - f. The issuance of title applications and proper documentation that must be surrendered to the State Department of Revenue.
- 7. Driver License:
Responsible for becoming familiar with:
 - a. Programs setup by the Alabama Department of Public Safety.
 - b. Rules, Regulations and Laws concerning the issuance of driver license renewals, State Issued ID and replacement driver license.
 - c. Documentation needed to apply for replacement driver license.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

- 1. Communication skills to convey to the public clear and concise explanations of the Alabama Department of Revenue Rules, Regulations and Laws and any county or Inter Office policy and procedures in a courteous and tactful manner.
- 2. Math skills to compute correctly any fees due the state, county or municipalities.

3. Skills to clearly define any State or County Rules and Regulations adhere to by this office and the daily routine correspondence from the public.
4. *Considerable knowledge of State Rules, Regulations and Laws concerning the issuance of various licenses.
5. *Ability to deal with public in all matters.
6. *Knowledge of County rules, regulations, policies and procedures.

Other Characteristics

1. Experience in working with the public.
2. Willing to travel out of county as needed.
3. Willing to work non-standard hours.
4. Willing to provide own automobile.

Minimum Qualifications

1. Experience required, 1 year preferred.
2. Possess a valid driver's license.
3. Possess a high school diploma or its equivalent.

POSITION DESCRIPTION

Title: Probate Court Administrator III

Department: Probate

Job Analysis: May 2007, June 2009, **October 2019**

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

Relationships

Reports To: Probate Judge, **Chief Clerk**

Subordinate Staff: Court Administrators I and II

Internal Contacts: Members of Probate Office

External Contacts: Attorneys and staff, County Officials and staff, Law Enforcement Officials and staff, other Career Professionals and General Public

Status: Classified/Exempt (EC-6)

Job Summary

Prepares and maintains court records for Probate Office and Probate Court. Prepares reports, correspondence and legal documents. Researches records of record room, IBM terminal, attorney general's opinions and laws of the state that relate to all matters in Probate Court. Schedules court hearings and meetings. Available to answer questions from attorneys, other career professionals and general public. Employees in this class seldom need supervision from their elected or appointed supervisors. Works closely with the Judge in scheduling events and hearings. Performs various other tasks as assigned.

Job Domains

- A. The Probate Court Administrator shall have the following powers and performs the following duties:
1. Prepares and manages a caldron of court cases and legal documents in relation to estates, guardianship, conservatorships, condemnations, establishment of cemeteries, transfer of liens to bonds, partition of lands, tax deeds, adoptions, name changes, commitments, legitimations, and various other court cases. This includes legal document preparation, coordinating Judge's calendar with attorneys, and preparing court files for recordation.

2. Prepares billing and receipts money. Balances daily receipts. Responsible for receipting and directing the disbursement of the Fiduciary Account relating to court cases.
3. Helps other probate court administrators in receiving, processing and filing legal documents; preparing and issuing legal documents; computing, collecting, accounting for and disbursing court costs fees, etc.; preparation of monthly and annual reports; monitors compliance with orders of the Court; reviews papers and legal documents prepared by other probate court administrators and attorneys for compliance with court rules and Alabama law.
4. Reviews the work of other court employees, pointing out errors and discrepancies and giving instructions as necessary to correct those discrepancies; assists with training of new employees, assists in interviewing of potential employees. Confers with attorneys, judges, district attorneys and interested parties regarding questions concerning court rules, procedures, and matters of law, etc.; reviews and processes the more complex complaints, pleadings, motions and order, etc.
5. Any other duties assigned by Probate Judge.

B. Office Management duties and responsibilities include:

1. Assist with interview of new staff member.
2. Delegate and review work of other court staff.
3. Explain department policies and regulations to other court staff.
4. Maintain Effective Communication with other office Staff.
5. Assist Judge in training court Staff.
6. Supervisory responsibility of Court Administrators I and II.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Verbal skills to communicate effectively with office staff, attorneys and general public.
2. Math skills to perform basic mathematical operations.
3. Writing skills to clearly and neatly complete forms, reports, legal documents, etc.
4. Reading skills to read and understand codes, regulations and policies.
5. *Knowledge of county rules, policies and regulations.
6. Ability to establish and maintain effective working relationships with other court staff, supervisors, other employees, general public and attorneys.
7. Ability to give clear and concise instructions to the staff.
8. Ability to exercise good judgment in making decisions in accordance with department policies and procedures.
9. Ability to operate office machines such as copy machine, calculator, typewriter, P.C., and laser printers.
10. Knowledge of filing systems.
11. Knowledge of Code of Alabama, Acts of Legislature and Attorney General's opinions.

Physical Characteristics

1. See well enough to read manuals and written instructions.

2. Hear well enough to respond to verbal communication and talk on the telephone.
3. Speak well enough to answer questions in a polite and courteous manner.
4. Body movement or mobility to stand, lift, bend and move.

Other Characteristics

1. Be willing to travel to attend workshops, conferences, seminars, etc. out of town as needed.
2. Be willing to work overtime, non-standard hours or weekends to complete work within specific time period.
3. Be willing to be reached by telephone after hours and on weekends.

Minimum Qualifications

1. Minimum of 5 years' experience is desirable
2. 4-year college degree or equivalent experience and training to perform the duties of the position.

POSITION DESCRIPTION

Title: ~~Public Records Officer II~~ Recording Officer

Department: Probate

Job Analysis: May 2007, October 2019

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

Relationships

Reports to: Chief Clerk, Public Records Administrator and Public Records Manager

Subordinate Staff: ~~Public Records Officer I~~

Internal contacts: Probate employees, Revenue Commissioner Employees and other County Employees.

External Contacts: General Public, Attorneys; Elected Officials and staff of other Counties, Cities and States; various State Agencies; Alabama Department of Archives and History, Alabama Secretary of State, Alabama Attorney General; Baldwin County Archives.

Status: Classified/Non-Exempt (G)

Job Summary

A motivated individual who is responsible for the complex clerical collecting, indexing and recording activities of the Baldwin County records for official business and historical research. The ~~Public Records Officer II~~ Recording Officer is responsible for accepting and indexing of public records. This is difficult and responsible work requiring the performance of complex clerical operations. This requires the ability to maintain effective working relationships with court officials, attorneys, title researchers and the general public.

Job Domains

1. Collects, indexes and records legal and related documents.
2. Examines documents for legal compliance.
3. Computes fees. Collects mortgage tax, deed tax...etc.
4. Verifies amounts received and balances accounts.
5. Cashiers, indexes, scans documents to be recorded.
6. Prepares, issues and collects for all certified copies of recorded documents.

7. Advises and assist the public in the use of index files and microfilmed records.
8. Answers telephone and directs calls as needed.
9. Prepares forms to be sent to the Secretary of State for Incorporations.
10. Establishes and maintains effective working relationships with the general public, attorneys, title researchers and other employees.
11. Provides staff support to Public Records Manager and Public Records Administrator.
12. Ability to respond to difficult or unusual questions that require the research of laws or procedures.
13. Ability to handle difficult or angry taxpayers.

Knowledge, Skills, and Abilities

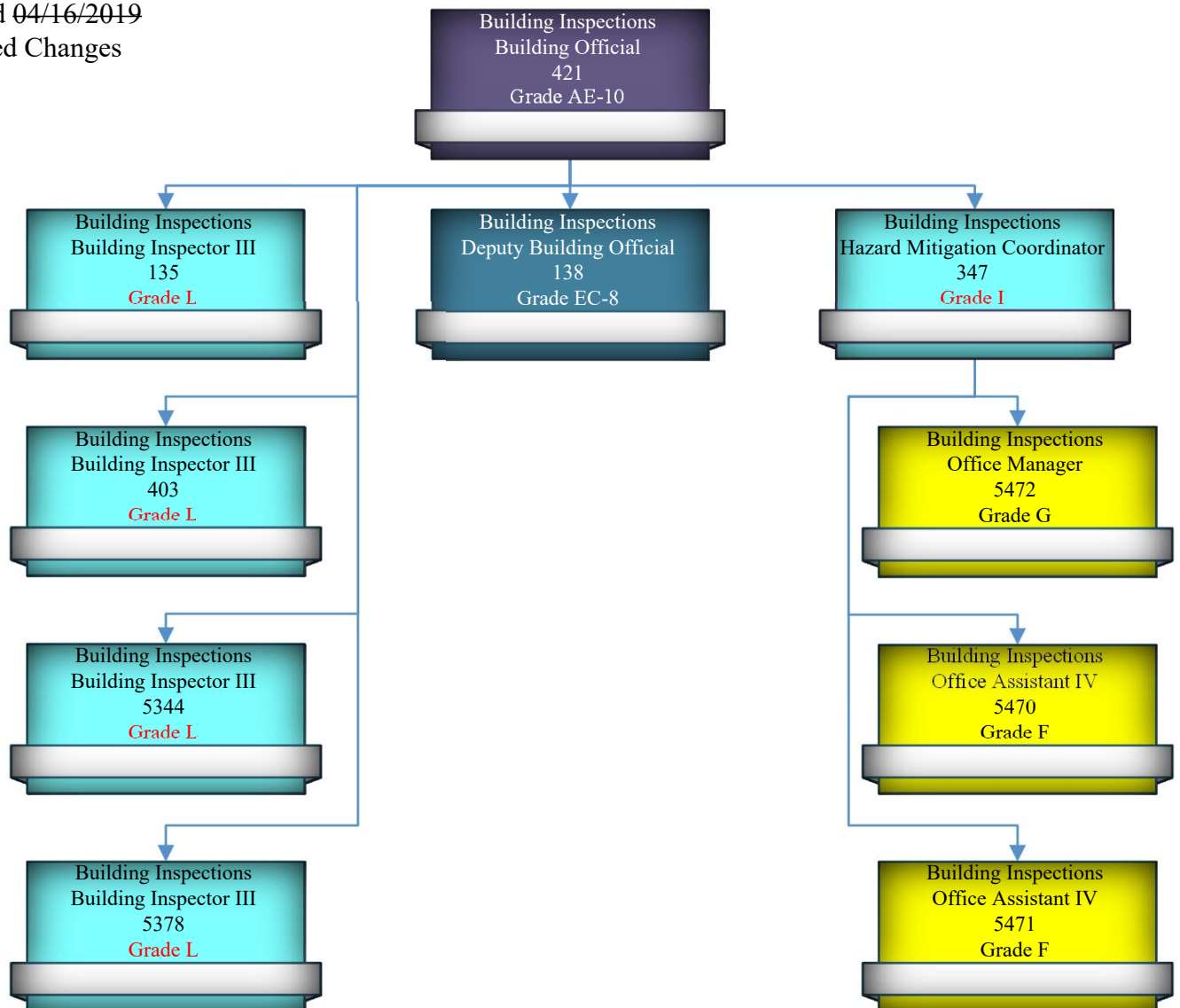
1. Ability to operate various office machines.
2. Ability to operate two computer monitors at the same time.
3. Ability to assist the public in their research efforts in finding historical records.
4. Ability to multitask.
5. Ability to make arithmetical computations and tabulations accurately and with reasonable speed.
6. Ability to learn assigned tasks readily and to make decisions.

Other Characteristics

1. Willing to work overtime as necessary.
2. Be willing to assist the general public in their efforts to find historical documents when they do not have any details.
3. Skill to operate computer keyboard or typewriter.
4. Ability to make change accurately when handling cash.

Minimum Qualifications

1. Possess a high school diploma or equivalent.



POSITION DESCRIPTION

Title: Building Inspector III
Department: Building Inspection
Job Analysis: December 1986, September 2011, October 2019

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

Relationships

Reports to: Building Official
Subordinate Staff: None
Internal Contacts: Members of Building Inspection Department, County Commission, County Employees
External Contacts: Contractors, General Public
Status: Classified/Non-Exempt (L)

Job Summary

Inspects buildings to insure compliance with the International Building Codes and other building, construction codes and ordinances. Compliance is ordered when deficiencies or infractions are discovered. Explains and interprets codes, ordinances, etc., as requested.

Job Domain

A. Site Inspections

1. Make inspections of old & new building structures, swimming pools, other structures to ensure that they meet approved plans, building, fire and other applicable codes and ordinances.
2. Require corrections to be made when deficiencies are discovered.
3. Assist builders and owners in determining how such corrections may be made to achieve code conformance.
4. Inspect old and dangerous structures which may be subject to condemnation especially for fire and safety hazards.
5. Check sites of demolished buildings for compliance to county requirements.
6. Make assigned inspections of a residence including foundation, roof, chimneys, floors, walls, etc., write detailed report of findings.
7. Notify owners and tenants of violations both verbally and in writing.

8. Inspect for life safety compliance and structural compliance (single family dwellings only).

B. Office Duties

1. Consult with and advise persons concerning constructural matters.
2. Explain and interpret codes, specifications, trade publications, etc., as required.
3. Maintain daily log of inspections performed.
4. Review and study building codes, revisions, directives, etc.

C. Plan Review & Evaluation

1. Review plans for compliance with electrical, mechanical, plumbing and building codes, as needed.

D. Miscellaneous

1. Provide information on building requirements in the field and by telephone.
2. Perform area surveillance for unpermitted building construction.
3. Responsible for routine maintenance on county vehicle.
4. Make inspections on Mobile Homes including tie-down, electrical connection, sewer hookup, in compliance with applicable codes.
5. Inspect temporary electric installation for compliance with Utility Companies requirement.
6. Two years trade school or college course work in the building and construction trades and/or considerable related experience.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively at all levels with all persons involved in the building trades.
2. Math skills to compute square footage, cost of permits, electrical, mechanical, plumbing requirements.
3. Skills to communicate effectively with general public and various government agencies.
4. Reading skills to understand building codes, construction reports, plans, blueprints, etc.
5. Good knowledge of all types of building construction materials and methods and stages of construction at which possible violations and defects may be most easily observed and corrected.
6. Good knowledge of International Building codes, local building codes and related laws and ordinances.
7. Ability to detect structural and other faults and to appraise for quality of construction and physical depreciation.
8. Ability to read and interpret plans and compare them with construction in progress.
9. Ability to determine inspection priorities when appropriate.
10. Ability to establish and maintain effective working relationships with builders, owners, contractors and public.
11. Ability to suggest modifications which will bring structures into code compliance.

12. Ability to work independently and to make decisions requiring technical discretion and judgment.

Minimum Qualifications

1. Must possess a valid driver's license.
2. Must be willing to travel throughout the County and on technical trips.
3. Must be certified by the International Building Codes within one (1) year after appointment.

POSITION DESCRIPTION

Title: Hazard Mitigation Coordinator

Department: Building Inspection

Job Analysis: 11/1998, 08/2005, 09/2011, 05/2012, 10/2019

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

Relationships

Reports to: Building Official, Deputy Building Official

Subordinate Staff: Office Manager, Office Assistant IV

Internal Contacts: Members of Building Inspection Department, County Employees

External Contacts: Building Contractors, Architects, Surveyors, General Public

Status: Classified/Non-Exempt (I)

Job Summary

Administers Baldwin County Coastal Program, Baldwin County Hazard Mitigation Grant Program, processing grant applications for funds to elevate/acquire properties in the FEMA designated flood zones. Review and process ICC (Increased Cost of Compliance) letters for flood damaged properties. Damage Assessment Coordinator prepares Damage Assessment paperwork from the County and Municipalities for the EMA Director after a Hurricane event. Supervises the Office Manager and Office Assistant IVs. Maintains inventory of supplies, Assistant to the Building Official.

Job Domain

A. Hazard Mitigation Grant Program

1. Receive applicant information (bids, survey, elevation certificate, TBM) to prepare application for Hazard Mitigation.
2. Send correspondence to several agencies for compliance in program, use USGS maps to identify project area.
3. Run FEMA benefit cost module for cost effectiveness.
4. Compile information and forward to State EMA.
5. Document progress of approved projects, by photos and field work.
6. Coordinate with State Mitigation Officer on mitigation measures.
7. Attend closing for acquisitions purchased by County.
8. Assist FEMA in viewing current and proposed projects within Baldwin County.

Approved 05/15/2012 BC Commission Meeting For Approval 10/01/2019

9. Assist public with NFIP (National Flood Insurance Program) and FEMA information.
10. Maintain current FEMA FIRM maps
11. Attend workshops and/or conferences regarding Mitigation.

B. Coastal Program

1. Assist public with flood zone determinations.
2. Coordinate with Coastal Inspector on areas to monitor.
3. Prepare monthly, quarterly and annual reports for ADEM and County Treasurer.
4. Assist public on compliance with coastal regulations.

C. Managerial

1. Supervise OAIV in Foley office and OAIII in Fairhope Office.
2. Maintain office supply inventory.
3. Assist public on all office related procedures, requirements, etc.
4. Maintains personnel vacation calendar, approves time cards.
5. Schedule meetings for the Baldwin County Building Code of Appeals, Baldwin County Flood Damage Prevention Ordinance Board of Adjustment, compile the minutes for each board meeting.
6. Schedule meetings and appointments for Building Official.
7. Assist Building Official and Building Inspectors as needed.
8. Prepare and figure plan review fees and building permit fees for large commercial projects.

D. Damage Assessment

1. Coordinate with local municipalities prior to storm season to establish procedures for reporting damage after a storm event.
2. Coordinate and outline areas with Tax Assessors office on areas to assess after the storm event.
3. Compile IA (Individual Assistance) and PA (Public Assistance) reports received from municipalities & unincorporated areas and report to FEMA.
4. Attend workshops and/or conferences that pertain to Damage Assessment.
5. Report all findings to the EMA Director.

E. Miscellaneous

1. Receive, open and sort incoming mail.
2. Issue Building, Plumbing, Electrical and HVAC permits, when needed
3. Assist Courthouse Coordinator, as time allows.

Minimum Qualifications

1. Must have a valid driver's license.
2. Must be willing to travel throughout Baldwin County and on technical trips.

POSITION DESCRIPTION

Title: Office Assistant IV
Department: Building Inspection
Job Analysis: November 2011, October 2019

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

Relationships

Reports to: Building Official, Hazard Mitigation Coordinator
Subordinate Staff: None
Internal Contacts: Members of Building Inspection Department, County Employees
External Contacts: Building Contractors, Architects, Surveyors, General Public
Status: Classified/Non-Exempt (F)

Job Summary

Greet public, answers questions concerning construction, refers code questions to Building Inspectors, issues building, electrical, HVAC, plumbing permits, maintain filing system, perform file searches when needed.

Job Domain

A. Permitting

1. Issue all building, electrical, HVAC & plumbing permits, to licensed contractors.
2. Verify that contractors are state licensed, if not give appropriate information.
3. Make copy of building permits issued, for public review.
4. Maintain a running list of all permits issued for each month.
5. Maintain filing system, purge files and perform file searches when needed.
6. Schedule daily inspections.
7. Issue Certificate of Occupancies

B. Accounting

1. Maintain journal sheets on a daily basis.
2. Make sure journal sheets, permits and money collected all match.
3. Make bank deposits on a daily basis.
4. Compile month end permits, IR-OR report, all permit total should match.

C. Flood Determinations

1. Provide flood determinations to the general public, a copy of each determination goes to Office Administrator for the CRS Program (Community Rating System).
2. Elevation Certificates when received for a job file, make sure all information is correct, make a copy and give to the Office Administrator for the CRS program.
3. Maintain and organize FEMA flood maps (FIRM's).

D. Miscellaneous

1. Use of a two-way radio system.
2. Able to type and use computer.
3. Greet and assist public with general construction questions.
4. Answer telephone.
5. Receive, open and sort incoming mail.
6. Assist Building Official, Building Inspectors or Office Administrator, when needed.

Minimum Qualifications

1. Must have a valid driver's license.
2. Must be willing to travel throughout Baldwin County.

POSITION DESCRIPTION

Title: Office Manager

Department: Building Inspection

Job Analysis: **October 2019**

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

Relationships

Reports to: Building Official, Hazard Mitigation Coordinator

Subordinate Staff: None

Internal Contacts: Members of Building Inspection Department, County Employees

External Contacts: Building Contractors, Architects, Surveyors, General Public

Status: Classified/Non-Exempt (G)

Job Summary

Greet public, answers questions concerning construction, refers code questions to Building Inspectors, issues building, electrical, HVAC, plumbing permits, maintain filing system, perform file searches when needed.

Job Domain

A. Permitting

1. Issue all building, electrical, HVAC & plumbing permits, to licensed contractors.
2. Verify that contractors are state licensed, if not give appropriate information.
3. Make copy of building permits issued, for public review.
4. Maintain a running list of all permits issued for each month.
5. Maintain filing system, purge files and perform file searches when needed.
6. Schedule daily inspections.
7. Issue Certificate of Occupancies

B. Accounting

1. Maintain journal sheets on a daily basis.
2. Make sure journal sheets, permits and money collected all match.
3. Make bank deposits on a daily basis.
4. Compile month end permits, IR-OR report, all permit total should match.

C. Bookkeeping

1. Responsible for all Monthly bookkeeping for department.
2. Responsible for compiling Monthly Reports for department

D. Flood Determinations

1. Provide flood determinations to the general public, a copy of each determination goes to Hazard Mitigation Coordinator for the CRS Program (Community Rating System).
2. Elevation Certificates when received for a job file, make sure all information is correct, make a copy and give to the Hazard Mitigation Coordinator for the CRS program.
3. Maintain and organize FEMA flood maps (FIRM's).

E. Miscellaneous

1. Use of a two-way radio system.
2. Able to type and use computer.
3. Greet and assist public with general construction questions.
4. Answer telephone.
5. Receive, open and sort incoming mail.
6. Assist Building Official, Building Inspectors or Hazard Mitigation Coordinator, when needed.

Other Characteristics

1. Must have a valid Alabama driver's license.
2. Must be willing to travel throughout Baldwin County.



POSITION DESCRIPTION

Title: Application & Database Services Manager

Department: Communications & Information Systems

Job Analysis: October 2019

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

Relationships

Reports To: CIS Director or Assistant CIS Director as determined by current requirements and defined by current Organizational Chart.

Subordinate Staff: Senior System Analysts, Software Developer, Database Administrator and other CIS employees defined by the Current Department Organizational Chart

Internal Contacts: Commissioners, County Administrator, Department Heads, All Other County Staff

External Contacts: Vendors, Representatives from other Agencies

Status: Classified/Non-Exempt (EC-9)

Job Summary

The Application & Database Manager will supervise and coordinate the analysis, evaluation, development, testing, and implementation of complex application and database needs for the Baldwin County Commission and other various agencies. Oversee the analysis of user needs and make recommendation of software. Provide highly responsible and complex support to Director.

Job Domains

A. Project Management

1. Assume management responsibility for the analysis, evaluation, development, testing and implementation of complex application and database structure. Develop project time lines and identify project tasks and procedures.
2. Plan, direct, coordinate and review the work plan for application development staff. Assign work activities, projects and programs. Review and evaluate work products, methods and procedures. Meet with subordinate staff to identify and resolve problems.
3. Prepare various documentation including project reports, process and user manuals, presentations, strategic and technical plans and other related information on assigned application analyses.

4. Prepare time and cost estimates for completing projects.
5. Prepare and present project progress reports for management. Identify problems and issues and recommend solutions.
6. Ensures project management process is in place, provide resource management and ensure quality and timely solutions.

B. Systems Analysis and Design

1. Manage and participate in the development and implementation of goals, objectives, policies and priorities for assigned programs.
2. Analyze business systems to determine effectiveness. Identify inadequacies, inefficiencies and problems and recommend solutions. Develop system specifications.
3. Meet and negotiate with vendors regarding software and hardware procurement and maintenance as it relates to job domain. Ensure compliance with contract specifications. Consult with vendors regarding system functionality.
4. Review proposed system software for compliance with applicable quality assurance standards before acquisition or implementation.
5. Coordinate system analysis and application development activities through direct and indirect staff. Directs development teams in the areas of scheduling, technical direction, future planning and standard development practices.
6. Participate in budgeting and capital equipment processes and quality improvement activities for the development organization.
7. Responsible for business strategy and planning to ensure the IT Applications & Database Group has the appropriate resources, budget and tools to provide the highest level of customer service. Ensure appropriate resources are available to respond to customer inquiries/issues.
8. Define and implement procedures for releasing products throughout the whole product life cycles.
9. Have a strong understanding of information systems, business processes, the key drivers and measures of success for the business and the short- and long-term direction of the business and technology. Ensures that the design and integration of proposed system, software leads to the development and growth of the business through effects use of technology.
10. Assist the IT organization in defining and implementing its business plan and goals to support the strategy and goals of the organization. Responsible for working with IT functional/departmental executives and business leaders to create the overall business plan for IT.
11. Perform other related duties as directed.

C. Systems Administration, Maintenance and Operations

1. Implement system changes through automation, process change, management solutions and training.
2. Conduct diagnostic investigations of program errors and implement or recommend solutions or methodologies for resolution.
3. Assist in determining project delivery and deployment dates for new product releases, feature and maintenance releases and regular corrective services or service pack releases.

4. Develop risk management procedures, business continuance scenarios, contingency and disaster recovery plans for central and distributed systems and networks to maintain operations during downtime and/or major disasters. Identifies and makes recommendations regarding critical points of failure. Develops and implements policies and procedures for business continuance and disaster recovery plans. Proactive in building processes to minimize/eliminate downtime.
5. Responsible for developing enterprise content management strategy to enable efficient organization and management of documents, records, web content, other digital media information shared internally for workforce productivity improvement and knowledge management purposes.
6. Understand the strategic direction of the enterprise and the supporting IT systems and architectures. Maintain knowledge of emerging technological trends and utilize this knowledge to educate management on opportunities to build better IT solutions that support and drive business decisions. Assist in the definition of the architecture and technology needs of the organization based on new and emerging technologies, and establish priorities and strategies consistent with business goals and economic viability.
7. Responsible for managing the definition, implementation and integration of quality principles and processes into the design and development of software and IT processes. Ensures that quality methods and procedures are executed. Ensures that products, applications, and systems are in compliance with established quality standards that meet customer requirements or needs. Analyze best-in-class processes, understands the interaction and relationship of business operations, operating systems, and network processes.
8. Responsible for researching, developing, and implementing testing methods and procedures. Ensure that products meet the highest quality standards. Monitors and reports on defects.

D. Supervisory

1. Perform daily supervisor duties for all subordinates.
2. Establish and communicate priorities and timelines with subordinates.
3. Hold regular meetings with subordinates to ensure effective communication of policies and procedures
4. Participate in the employee interview/selection process. Train, evaluate and communicate with subordinates. Provide or coordinate training. Work with employees to correct deficiencies.
5. Prepare and present staff reports and other necessary correspondence.
6. Responsible for assembling project plans and teamwork assignments, directing and monitoring work efforts on a daily basis, identifying resource needs, performing quality reviews; and escalating functional, quality, timeline issues appropriately. Responsible for tracking key project milestones and adjusting project plans and/or resources to meet the needs of customers. Coordinates communication with all areas of the department that impact the scope, budget, risk, and resources of the work effort being managed.

Knowledge, Skills, and Abilities

1. Operational characteristics of a variety of computer platforms and operating systems.
2. Operational characteristics, services and activities of an information systems and analysis program.
3. Principles and practices of application software installation and support
4. Principles and practices of computer science and information systems

5. Principles and practices of application development and troubleshooting
6. Principles and practices of project management and administration
7. Principles and practices of supervision and training
8. Methods and techniques used in the installation, administration, monitoring, upgrading and problem resolution of central application software systems
9. Basic budgeting, contracting, purchasing practices, policies and procedures
10. Principles and procedures of quality assurance and security related to complex, large computer systems and applications
11. Research, analyze, and evaluate new service delivery methods and techniques
12. Communicate clearly and concisely, both orally and in writing
13. Establish and maintain effective working relationships with both internal and external contacts
14. Oversee and participate in the management of software applications and information systems analysis
15. Develop project time lines and identify project tasks and procedures
16. Ability to analyze and assess the technological needs of multiple agencies and departments
17. Ability to negotiate vendor contracts and ensure compliance with specifications
18. Recommend, design, implement, install and maintain large, complex computer software applications
19. Define complex problems, collect data, establish facts, draw valid conclusions and prepare corrective actions and appropriate reports
20. Manage customer relations and expectations
21. Utilize automated project management tools and provide advanced project management services
22. Implement quality assurance and security procedures for application and database services

Other Characteristics

1. Must be willing to travel and stay overnight as required.
2. Must be willing to work nonstandard hours, including weekends and overtime.
3. Must be willing to attend additional training, skills development, and other self improvement courses as deemed necessary by supervisor.

Minimum Qualifications

1. Should possess a bachelor's degree from a recognized college or university in Computer Science, Information Technology or a closely related field. Or a combination of education and experience equivalent to these requirements.
2. Should have a minimum of four (4) years' experience as a System Analyst, Database Administrator, System Engineer, or other similar position that demonstrates leadership and technical capabilities in a multisite distributed environment.
3. Must possess Microsoft MCSE Certification, additional certifications beneficial.
4. Must have experience designing, engineering, and managing Storage Area Networks.
5. Must have experience designing, engineering, and managing Microsoft Hyper-V Servers.

POSITION DESCRIPTION

Title: Audio Visual and Video Teleconferencing Administrator

Department: Communications & Information Systems

Job Analysis: October 2019

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

Relationships

Reports To: Assistant CIS Director or CIS Director as determined by current requirements and defined by current Organizational Chart.

Subordinate Staff: None

Internal Contacts: Commissioners, County Administrator, Department Heads, All Other County Staff

External Contacts: Vendors, Representatives from other Agencies

Status: Classified/Exempt (EC-8)

Job Summary

Provides coordination and overall direction for the County's audio visual, video teleconferencing and video production infrastructure. This individual is responsible for all phases of development, implementation and maintenance of the County's audio visual and video teleconferencing equipment. This individual also leads all video production events and maintains production equipment. This individual has no direct subordinates but could supervise other CIS Staff on a project basis.

Job Domains

A. Project Management

1. Develop project implementation plans and budget.
2. Coordinate internal and external resources during implementation of project with emphasis on keeping project on schedule and within budget.
3. Develop reports and presentations.

B. Systems Analysis and Design

1. Maintain overall audio visual, video teleconferencing and video production/streaming equipment.
2. Perform needs analysis and documentation for all systems.
3. Research and determine best solution(s) to meet defined needs.
4. Develop bid specifications for equipment, software and services as required.
5. Develop standards to maintain seamless interface to all systems.
6. Collaborate with architects and engineers to ensure plans meet the specifications needed for system installation and/or modification.
7. Provide expert analysis and decisions on functions associated with software and hardware configuration of the system(s).

C. Systems Administration, Maintenance and Operations

1. Develop and implement system backup, disaster recovery, and integrity plans for all systems.
2. Develop security plans (physical and systems based) for all systems.
3. Administer user security for all systems.
4. Develop and implement maintenance plans on all systems.
5. Perform capacity planning and performance monitoring on all systems and network.
6. Coordinate and provide supervision as required for all field service work done by technicians and other CIS personnel.
7. Coordinate installation and maintenance service performed by outside service providers.
8. Perform maintenance and upgrades to servers and related devices as required and maintain all service contracts for equipment.
9. Maintain inventory of systems.
10. Ensure industry and departmental standards are enforced pertaining to wiring, labeling, naming conventions, methods and documentation.
11. Schedule and participate in video teleconferencing and video production events as needed.
12. Conduct and/or coordinate user training classes as required.
13. Coordinate with internal/external departments/agencies to provide video production needs.

Knowledge, Skills and Abilities

1. Thorough knowledge of basic electronic diagnosis and repair.
2. Thorough knowledge of computer server operating systems and computer networks.
3. Thorough knowledge of desktop computer systems and computer peripheral equipment.
4. Thorough knowledge of video switching devices, media converters, wall monitors/televisions and video control devices.
5. Thorough knowledge of video teleconferencing equipment, Cisco TelePresence experience considered a plus.
6. Thorough knowledge of video production equipment and streaming media.
7. Thorough knowledge of TCP/IP.
8. Thorough knowledge of Local and Wide Area data routing communications.

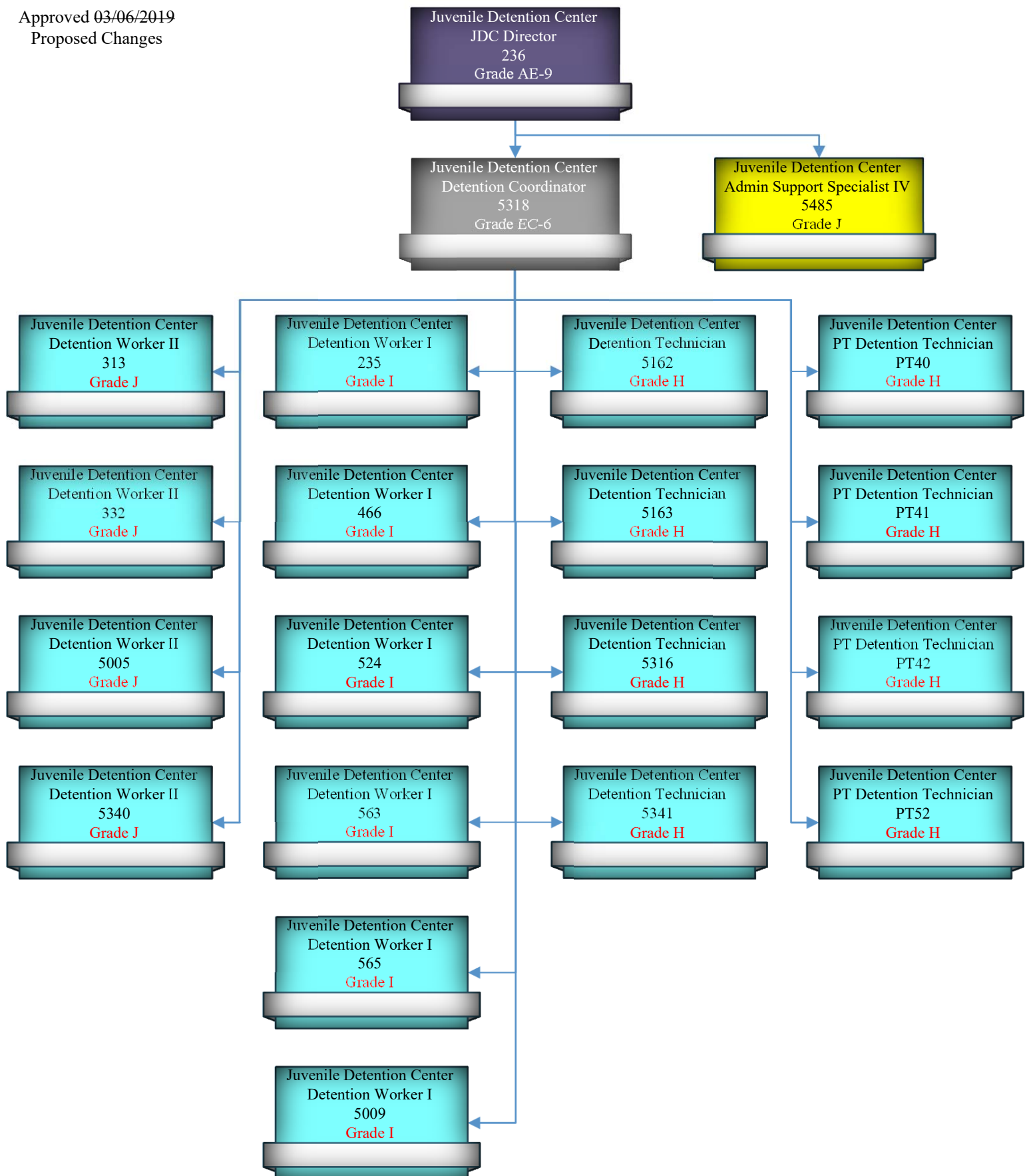
9. Good knowledge of network systems including switches, routers, firewalls, wireless access points and other related systems.
10. Good knowledge of premise wiring and fiber for video, voice and data communications.
11. Some knowledge of outside plant wiring and fiber for video, voice and data communications.
12. Good knowledge of project management principles, including budgeting.
13. Ability to plan and organize work to set priorities and meet deadlines.
14. Ability to relate highly technical issues and respond to questions at a layman's level of understanding.
15. Ability to communicate effectively, both orally and in writing.
16. Ability to establish and maintain effective working relationships with department heads and other employees.
17. Ability to supervise the work of others.

Other Characteristics

1. Must be willing to travel and stay overnight as required.
2. Must be willing to work nonstandard hours, including weekends.
3. Must be willing to attend additional training, skills development and other self-improvement courses as deemed necessary by supervisor.

Minimum Requirements

1. Possess an Associate degree or technical certificate from a recognized college, university, or technical school in Communications, Electronics, Information Technology or a closely related field. Or combination of education and experience equivalent to these requirements.
2. Minimum of one (2) years' experience as a Communications Technician III or similar position that demonstrates leadership and technical capabilities in a multi-site distributed environment.
3. Should possess A+ Certification or equivalent experience.
4. Should possess Network+ Certification or equivalent experience.



POSITION DESCRIPTION

Title: Administrative Support Specialist IV

Department: Baldwin County Regional Juvenile Detention Center

Job Analysis: October 2019

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

Relationships

Reports to: JDC Director

Subordinate Staff: None

Internal Contacts: All department employees and county employees, appropriate county agencies,

External Contacts: General Public, Juvenile Court Judge, Juvenile Probation Officers, Attorneys, Law Enforcement Personnel, County Commission, other Governmental agencies and personnel; appropriate companies and agencies concerning supplies and materials for the center.

Status: Classified/Non-Exempt (J)

Job Summary

This work is conducted at the Baldwin County Regional Juvenile Detention Center with integrity and in a positive and professional manner. An employee in this position is highly responsible for supervision involving the care, custody and control of juvenile population and the facilitating and/or co-facilitating of the educational sessions. Work also involves supervising subordinates, clerical functions associated with housing, preparing monthly reports of expenditures and request for payment to State Child Nutrition Programs, understanding juvenile behavior and performance of security tasks, which includes but is not limited to intervening in altercations to ensure the safety of both the juvenile and fellow staff members. All work is performed in accordance with local, state and federal guidelines under the direct supervision of the Alabama Department of Youth Services. All employees shall comply with all applicable DYS regulations and standards.

Job Domains

A. Typing and Stenography

1. Types correspondence for the Director, as requested.
2. Attends meetings as directed by the JDC Director and takes notes.

B. Filing and Records Management

1. Files correspondence and maintains records for the Director and Center. Maintains personnel files and reviews for department.
2. Keeps files on accident reports and forwards the documents to the appropriate department.
3. Maintains files for all required documentation.
4. Maintains office and cleaning supply inventory and prepares requisitions, while searching for competitive pricing for such; for all inventory.
5. Coordinates receiving vouchers with purchase orders and maintains all records.
6. Assists with scheduling of outside agencies.

C. Reception and Referral

1. Answers all incoming calls and directs them to the appropriate staff.
2. Handles all incoming traffic and directs to the appropriate staff.
3. Schedules appointments.

D. Operations Responsibilities

1. Coordinates operations of the workplace facility, if applicable or as requested by the Director.
2. Coordinates receiving vouchers with purchase orders.
3. Maintains all records of purchasing and receiving.
4. Works with accounts payable department and purchasing to correct any problems with accounts.
5. Processes employee time in Kronos.
6. Maintains an accounting of all leaves, absences, etc.
7. Responsible for juveniles correspondence
8. Assist with scheduling outside agencies
9. Responsible for maintaining office supplies
10. Prepares agenda action items and performs follow up tasks as required.
11. Other Assigned Duties

E. Bookkeeping

1. Process expense and travel vouchers for department.
2. Other bookkeeping may be assigned.
3. Compiles Department of Youth Services population report and secure custody report.
4. Maintains weekly population reports and ensures such reports are transmitted to the Chief Probation Officer.
5. Compile and maintain meal production records for State Nutrition. Reconcile all payments from Child Nutrition to assure accuracy. Assist Child Nutrition Auditor with necessary documentation.
6. Prepares Social Security Report monthly and coordinates with the prisoner reporting system.
7. Prepares billing for juvenile housing with other Counties.
8. Assists in maintaining the Department of Youth Services standards files for yearly audit; ensuring all data is up to date and included within each file.
9. Assists in maintaining the Prison Rape Elimination Act standards files and ensuring all data is up to date and included within each file.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively with office staff and general public.
2. Math skills to perform basic mathematical operations.
3. Skills to prepare correspondence and reports.
4. Knowledge of basic bookkeeping procedures.
5. A good working knowledge of English, grammar, composition and spelling.
6. A good working knowledge of general office practices and procedures.
7. Skills to read, understand and compile printed reports.
8. Knowledge of filing procedures.
9. Knowledge of general office operations and procedures.
10. Knowledge of county policies and procedures.
11. Writing skills to neatly and clearly complete forms, records and reports.
12. Ability to operate office machines such as calculator, computer, copy machine, fax machine and typewriter.
13. Knowledge of Internet Explorer and Outlook Express.
14. Knowledge of Microsoft Word, Excel, and Power Point.
15. Ability to follow written and oral instructions.

Other Characteristics

1. Willing to work overtime when necessary.
2. Maintain a positive and friendly disposition.
3. Ability to work under stress of recurring deadlines.
4. Establish and maintain cooperative working relationships with those in the course of work.

Minimum Requirements

1. Seven (7) years' experience in secretarial related work.
2. Must have a valid driver's license and be insurable by the County's insurance guidelines.
3. Willing to submit to background checks to include Department of Public Safety, criminal and DHR central registry.
4. Be willing to attend educational courses for advanced training.
5. Willing to work non-standard hours when necessary.

POSITION DESCRIPTION

Title: Detention Technician

Department: Baldwin County Regional Juvenile Detention Center

Job Analysis: October 2004, October 2005, Sept 2013, Sept 2016, Oct 2019

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

Relationships

Reports to: Detention Worker II

Subordinate Staff: None

Internal Contacts: Co-workers and juveniles, Detention Coordinator and Director

External Contacts: General Public, Law Enforcement Personnel, Juvenile Probation Officers

Status: Classified/Non-Exempt (H)

Job Summary

This work is conducted at the Baldwin County Regional Juvenile Detention Center with integrity and in a positive and professional manner. An employee in this position is highly responsible for supervision involving the care, custody and control of juvenile population and the facilitating and/or co-facilitating of the educational sessions. Work also involves supervising subordinates, clerical functions associated with housing, understanding juvenile behavior and performance of security tasks, which includes but is not limited to intervening in altercations to ensure the safety of both the juvenile and fellow staff members. All work is performed in accordance with local, state and federal guidelines under the direct supervision of the Alabama Department of Youth Services. All employees shall comply with all applicable DYS regulations and standards.

This is an entry level position. It is a training position that allows a newer staff to be involved in multiple aspects of the operations, in order to expedite learning and judgment when relating with juveniles and the public.

Job Domains

1. Follow the chain of command.
2. Supervision of juveniles: *Be aware and willing to assist with all necessary supervision of juveniles.*
 - a. Maximum supervision—eye to eye, arms distance away, must be prepared to intervene if the situation requires it to ensure the safety of all.
 - b. Close supervision—seeing them at all times, hearing them at all times, able to talk to them.
 - c. Medium supervision—being able to hear the residents at all times and be able to reach them within 5 seconds.
 - d. Minimum supervision—knowing where the residents are at all times, be able to reach them within 10 – 15 seconds.
3. Ensuring and understanding that all the rules of the facility are followed at all times, this includes, but is not limited to, intervening in altercations to ensure the safety of both the juvenile and fellow staff members. Keeping up with the BMS point, escorting a resident to his/her room for rule violation, documentation, and informing supervisors of any and all situations.
4. Keeping the facility clean: Clothes for juveniles, room area, dayroom area, kitchen, classrooms, hall, all restrooms and all of the Administration, taking out trash, any other areas or directives given by supervisor(s).
5. Admissions: Files, showers, issuing clothes, assigning rooms, going over rules of the facility, search of youth on admission, documentation of resident's possessions.
6. Discharge: Make sure resident receives all personal property, check to see if resident turns in all issued clothing, check to see if room/cell meets security check, prepare to transfer of resident for discharge to legal guardian.
7. Meals (pick-up and feeding): Driving vehicle, receiving and transporting food, serving meals, cleaning up kitchen, monitor meal and refrigerator temperatures.
8. Showers: Giving personal effects, observing and supervising showers, washing, folding, and storing clothes in proper place.
9. Administer medications, when needed
10. Monitor and check the building to ensure there is no security issues.
11. All employees should comply with all applicable DYS regulations and standards.
12. Miscellaneous:
 - a. Bed checks every 15 minutes.
 - b. Isolation rooms check every 5 minutes.
 - c. Checking doors for security.
 - d. Filling out proper logs and forms.
 - e. Answering phones.
 - f. Aiding the JDC nurse with transportation of youth to doctor.
 - g. Supervision in classroom.
13. Any other duties assigned by the supervisor and/or Director.

Knowledge, Skills and Abilities

1. Ability to follow instructions and given attention to detail.
2. Ability to complete tasks correctly and on time.
3. Skills in use of routine office equipment including computer proficiency and electronic correspondence.
4. Writing skills to clearly and neatly complete reports, forms and log book entries.

Other Characteristics

1. Willing and able to work a variety of shifts up to and including overtime.
2. Willing and able to work directly with some times violent, physically handicapped, mentally ill, physically, intellectually, and emotionally challenged juveniles, caring for and ensuring their basic needs are met.
3. Undergo a 40 hour initial training of various topics, i.e. First Aid and CPR, policies and procedures, BMS, master control, Crisis Prevention Intervention, suicide prevention.

Physical Characteristics

1. Ability to administer emergency medical aid and CPR.
2. At a minimum, ability to walk 1.5 miles in thirty (30) minutes or less.
3. At a minimum, stand for four (4) consecutive hours in order to observe the juveniles in any setting.
4. Drag, lift and pull a minimum of fifty (50) pounds for twenty (20) feet or more, unassisted.
5. Ability to rapidly respond, which may include: sprinting, jogging and running to maintain safety of residents and staff.
6. Bend, kneel and squat repeatedly as needed.
7. Ability to engage in a variety of aerobic and anaerobic activities with youth for up to thirty (30) minutes at a time.
8. Vision that can adequately supervise juveniles in a variety of light settings.
9. Facilitate and participate in a variety of stretching activities that could enhance physical ability and to avoid injury.
10. Hear disturbances, alarms, voice tones and warnings from a variety of distances.

Minimum Qualifications

1. Must have a high school diploma or GED, preference will be given to applicants with a college degree.
2. Must have a valid driver's license and be insurable by the County's insurance guidelines.
3. Willing to submit to background checks to include Department of Public Safety, criminal and DHR central registry.

POSITION DESCRIPTION

Title: Detention Worker I

Department: Baldwin County Regional Juvenile Detention Center

Job Analysis: October 2004, October 2005, Sept 2016, Oct 2019

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

Relationships

Reports to: Detention Worker II

Subordinate Staff: None

Internal Contacts: Co-workers and juveniles, Detention Coordinator and Director

External Contacts: General Public, Law Enforcement Personnel, Juvenile Probation Officers

Status: Classified/Non-Exempt (I)

Job Summary

This work is conducted at the Baldwin County Regional Juvenile Detention Center with integrity and in a positive and professional manner. An employee in this position is highly responsible for supervision involving the care, custody and control of juvenile population and the facilitating and/or co-facilitating of the educational sessions. Work also involves supervising subordinates, clerical functions associated with housing, understanding juvenile behavior and performance of security tasks, which includes but is not limited to intervening in altercations to ensure the safety of both the juvenile and fellow staff members. All work is performed in accordance with local, state and federal guidelines under the direct supervision of the Alabama Department of Youth Services. All employees shall comply with all applicable DYS regulations and standards.

Job Domains

1. Follow the chain of command.
2. Supervision of juveniles:
 - a. Maximum supervision - eye to eye, arms distance away, must be prepared to intervene if the situation requires it to ensure the safety of all.
 - b. Close supervision - seeing them at all times, hearing them at all times, able to talk to them.

- c. Medium supervision—being able to hear the residents at all times and be able to reach them within 5 seconds.
 - d. Minimum supervision—knowing where the residents are at all times, be able to reach them within 10 – 15 seconds.
- 3. Ensuring that all the rules of the facility are followed at all times, this includes, but is not limited to, intervening in altercations to ensure the safety of both the juvenile and fellow staff members. Keeping up with the BMS point, escorting a resident to his/her room for rule violation, documentation, and informing supervisors of any and all situations.
- 4. Keeping the facility clean: Clothes for juveniles, room area, dayroom area, kitchen, classrooms, hall, all restrooms and all of the Administration, taking out trash, any other areas or directives given by supervisor(s).
- 5. Admissions: Files, showers, issuing clothes, assigning rooms, going over rules of the facility, search of youth on admission, documentation of resident's possessions.
- 6. Discharge: Make sure resident receives all personal property, check to see if resident turns in all issued clothing, check to see if room/cell meets security check, prepare to transfer of resident for discharge to legal guardian.
- 7. Meals (pick-up and feeding): Driving vehicle, receiving and transporting food, serving meals, cleaning up kitchen, monitor meal and refrigerator temperatures.
- 8. Showers: Giving personal effects, observing and supervising showers, washing, folding, and storing clothes in proper place.
- 9. Administer medications, when needed
- 10. To monitor and check the building to ensure there is no security issues.
- 11. All employees should comply with all applicable DYS regulations and standards.
- 12. Miscellaneous:
 - a. Bed checks every 15 minutes.
 - b. Isolation rooms check every 5 minutes.
 - c. Checking doors for security.
 - d. Filling out proper logs and forms.
 - e. Answering phones.
 - f. Aiding the JDC nurse with transportation of youth to doctor.
 - g. Supervision in classroom.
- 13. Any other duties assigned by the supervisor and/or Director.

Knowledge, Skills and Abilities

- 1. Must be able to follow instructions and given attention to detail.
- 2. Must be able to complete tasks correctly and on time.
- 3. Skills in use of routine office equipment.
- 4. Writing skills to clearly and neatly complete reports, forms and log book entries.

Other Characteristics

- 1. Willing and able to work a variety of shifts up to and including overtime

2. Willing and able to work directly with some times violent, physically handicapped, mentally ill, physically, intellectually, and emotionally challenged juveniles, caring for and ensuring their basic needs are met.
3. Undergo a 40-hour initial training of various topics, i.e. First Aid and CPR, policies and procedures, BMS, master control, Crisis Prevention Intervention, suicide prevention.

Physical Characteristics

1. Ability to administer emergency medical aid and CPR.
2. At a minimum, ability to walk 1.5 miles in thirty (30) minutes or less.
3. At a minimum, stand for four (4) consecutive hours in order to observe the juveniles in any setting.
4. Drag, lift and pull a minimum of fifty (50) pounds for twenty (20) feet or more, unassisted.
5. Ability to rapidly respond, which may include: sprinting, jogging and running to maintain safety of residents and staff.
6. Bend, kneel and squat repeatedly as needed.
7. Ability to engage in a variety of aerobic and anaerobic activities with youth for up to thirty (30) minutes at a time.
8. Vision that can adequately supervise juveniles in a variety of light settings.
9. Facilitate and participate in a variety of stretching activities that could enhance physical ability and to avoid injury.
10. Hear disturbances, alarms, voice tones and warnings from a variety of distances.

Minimum Qualifications

1. Must have a high school diploma or GED, preference will be given to applicants with a college degree.
2. Must have a valid driver's license and be insurable by the County's insurance guidelines.
3. Submit background checks to include Department of Public Safety, criminal and DHR central registry.

POSITION DESCRIPTION

Title: Detention Worker II

Department: Baldwin County Regional Juvenile Detention Center

Job Analysis: October 2001, March 2009, May 2011, Sept 2016, Oct 2019

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

Relationships

Reports to: Detention Coordinator and JDC Director

Subordinate Staff: Detention Worker I and Detention Technician

Internal Contacts: Co-workers and juveniles

External Contacts: General Public, Law Enforcement Personnel, Juvenile Probation Officers

Status: Classified/Non-Exempt (J)

Job Summary

This work is conducted at the Baldwin County Regional Juvenile Detention Center with integrity and in a positive and professional manner. An employee in this position is highly responsible for supervision involving the care, custody and control of juvenile population and the facilitating and/or co-facilitating of the educational sessions. Work also involves supervising subordinates, clerical functions associated with housing, understanding juvenile behavior and performance of security tasks, which includes but is not limited to intervening in altercations to ensure the safety of both the juvenile and fellow staff members. All work is performed in accordance with local, state and federal guidelines under the direct supervision of the Alabama Department of Youth Services. All employees shall comply with all applicable DYS regulations and standards.

Job Domains

A. Supervision

1. It is imperative that the DW II possess and maintain a high level of integrity, be a 100% team player, and possess and maintain a highly positive attitude.
2. Converse with juveniles, parents or guardians, staff and other agencies and departments.
3. Aid the JDC nurse with transportation of youth to doctor, aid in ensuring supervision in the classroom.
4. Administer medications, when needed

5. Supervision of detention workers.
6. Maintain a positive healthy environment in which to work.
7. In the absence of the Detention Coordinator and the JDC Director, become senior supervisor and is responsible for integrity of program, safety, and security of residents and staff.
8. Supervise juvenile visitation and ensure compliance with JDC regulations.
9. One on one counseling with juveniles, when needed
10. Help the Director maintain ACA standards that are audited once a year by the State.
11. Investigate all incidents involving staff and/or juveniles and make reports to the Detention Coordinator.
12. Notify Detention Coordinator if a major incident occurs and make necessary reports.
13. Ensure documentation is done on current shift and done accurately.
14. Monitor all disciplinary actions taken by staff toward residents to ensure proper and appropriate discipline for the offense.
15. To keep the Detention Coordinator informed about matters involving personnel.
16. To monitor and check the building to ensure there is no security issues.
17. Ensure the shifts are covered with the proper staff to resident ratio and appropriate gender staffs are on duty when an employee calls in sick.
18. Ensure that all DW I positions are filled before leaving assigned shift. Either require a DW I to work over or call in a substitute to cover the position.
19. When calling in sick or any other reason, a substitute must be acquired and, if possible, in place before leave will be granted. Leave will be granted on a case by case basis.
20. Maintain clear and positive communications with staff under their supervision to ensure that they understand their job tasks.
21. To complete all assigned duties given by the Detention Coordinator and/or the Director.

Knowledge, Skills and Abilities

1. Must possess and demonstrate appropriate counseling and organizational skills.
2. Skills in use of routine office equipment.
3. Writing skills to clearly and neatly complete reports, forms and log book entries.

Other Characteristics

1. Possess, maintain and display integrity, team work, and positive attitude at all times.
2. Willing and able to work any and all shift hours.
3. Undergo a 40-hour initial training of various topics, i.e. First aid and CPR, policies and procedures, BMS, master control, PIT, Crisis Prevention Intervention, suicide prevention.
4. Willing to work overtime, weekends and holidays. Participate in the "On Call" procedure to ensure meeting required staff ratios.
5. Willing to work directly with some times violent, physically handicapped, mentally ill, physically, intellectually, and emotionally challenged juveniles, caring for and ensuring their basic needs.
6. Willing to be on call.

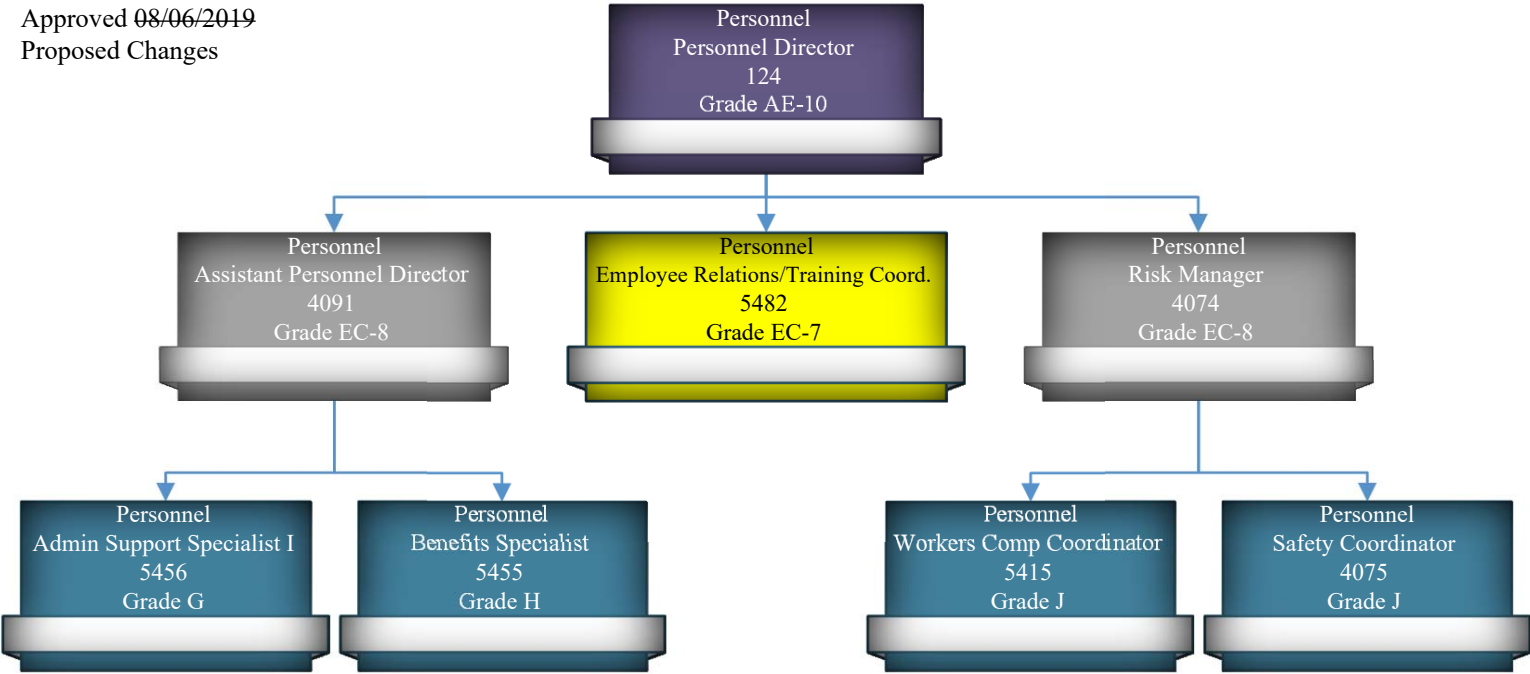
7. Ensure that all DW I positions are filled before leaving assigned shift. Either require a DW I to work over or call in a substitute to cover the vacant position.
8. Submit background checks to include Department of Public Safety, criminal and DHR central registry.
9. Willing and able to work a variety of shifts up to and including overtime
10. Willing and able to work directly with sometimes violent, physically handicapped, mentally ill, physically, intellectually, and emotionally challenged juveniles, caring for and ensuring their basic needs are met.

Physical Characteristics

1. Administer emergency medical aid and CPR
2. Be able to walk (at a minimum) 1.5 miles in 30 minutes or less
3. At a minimum, Stand for four consecutive hours in order to observe the juveniles in any setting
4. Drag, Lift and pull a minimum of 50lbs for 20 feet or more.
5. Must be able to rapidly respond, which may include sprinting, jogging, running to maintain safety of residents and staff.
6. Bend, kneel and squat repeatedly as needed
7. Ability to engage in a variety of aerobic and anaerobic activities with youth for up to 30 minutes at a time.
8. Good Vision that can adequately supervise juveniles in a variety of light settings
9. Facilitate and participate in a variety of stretching activities that could enhance physical ability and to avoid injury.
10. Can hear disturbances, alarms, voice tones and warnings from a variety of distances.

Minimum Requirements

1. Preference given to a 4-year college degree in related field.
2. Must have a minimum of two (2) years' experience working with adolescents.
3. Must have a valid driver's license and be insurable by the County's insurance guidelines.



POSITION DESCRIPTION

Title: Employee Relations and Training Administrator

Department: Personnel Department

Job Analysis: 10/2019

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

Relationships

Reports To: Personnel Director

Subordinate Staff: None

Internal Contacts: County Employees, County Administrator, County Commission, and other Elected Officials

External Contacts: General Public, Training Organizations

Status: Classified/Exempt (EC-7)

Job Summary

The Employee Relations and Training Administrator develops, administers, or coordinates training programs for various departments and employees within the Baldwin County Commission. This role is responsible for analyzing training needs, developing curriculum and delivering courses to include computer-based training, new employee orientation, and on-site training sessions. This position works with each department to develop specific training to meet their identified needs by examining growth, current technology and future requirements. This position coordinates training schedules and evaluates applicable outside training resources.

Additionally, this position acts as a liaison to help investigate and resolve conflict in the workplace. The Employee Relations and Training Administrator must have great interpersonal skills and be able to build relationships with employees, while exercising good judgment and problem-solving skills to resolve conflicts.

Job Domains

Training and Development

1. Conduct new employee orientation.
2. Develop and implement managerial and new supervisor training.

3. Identify organizational goals to assess training needs for new and existing employees.
4. Research, design, and/or purchase training programs to meet needs based on assessments.
5. Plan and develop training programs by analyzing job performance requirements and operational problems.
6. Identify internal and external training programs to address competency gaps.
7. Develop or coordinate curriculum needed to train employees on a variety of topics including computer programs and personnel policies.
8. Develop, implement, administer, and/or maintain a Training Management System.
9. Schedule and coordinate all internal training with managers and supervisors – schedule location, date/time, materials, and attendance.
10. Coordinate off site training opportunities for employees.
11. Market available training opportunities to employees by designing, developing, and distributing training schedules, brochures, and other communication.
12. Facilitate learning through a variety of delivery methods including classroom instruction, on-site training sessions, computer-based training, and on the job coaching.
13. Assess course outcomes and effectiveness through participant and supervisory feedback.
14. Maintain training tracking process: track, document, and communicate certification completion to recipients and management.
15. Preserve training records accordingly.
16. Monitor required certifications, re-certifications and licenses.
17. Research training suppliers and materials as needed – including details, cost comparison, and timelines.

Employee Relations

1. Assist in formulating Personnel policies and objectives for the County regarding employee relations.
2. Determine and recommend employee relations practices necessary to establish a positive employer-employee relationship and promote a high level of employee morale, health, and productivity.
3. Assist in conducting investigations when employee complaints or concerns are brought forth.
4. Assist in resolving conflict in the workplace.
5. Assist managers with implementing performance improvement processes with non-performing employees.
6. Assist in guiding managers regarding employment progressive disciplinary actions.
7. Assist departments in interviewing applicants for hire/promotions.

Knowledge, Skills, and Abilities

1. Leadership skills to effectively direct employees while in a training class environment and ability to properly evaluate comprehension and application of subject material.
2. Knowledge of departmental policies and procedures and ability to apply them to work related problems.
3. Ability to communicate professionally with all levels of employees.
4. High-level of effective interpersonal communication skills, both written and verbal.

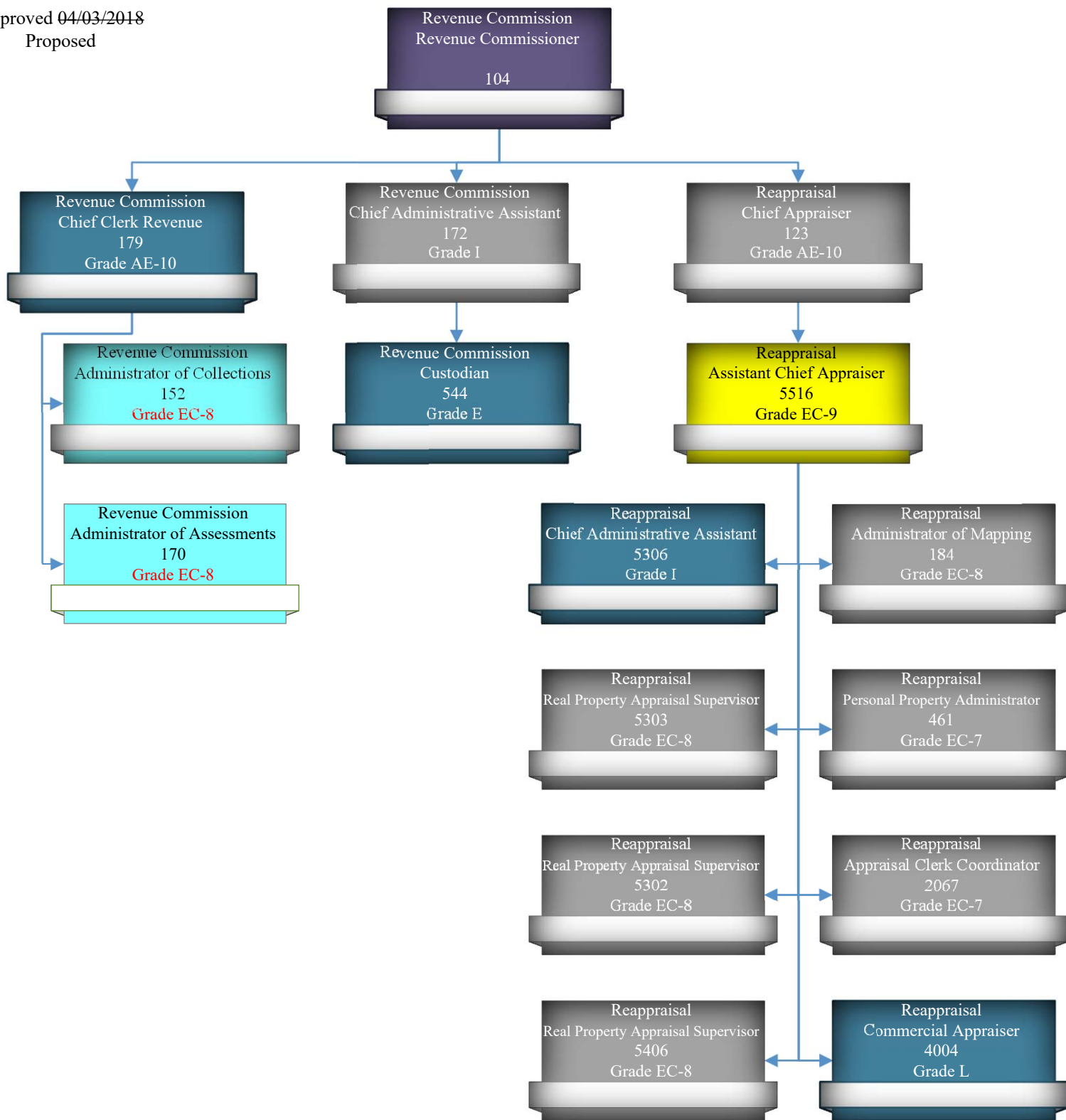
5. Excellent written and oral communication skills are necessary to produce and deliver quality training programs.
6. Knowledge of Windows, Power Point, Word, Excel, and SharePoint related to the design, development and delivery of training programs.
7. Must have strong problem analysis and problem-solving skills.
8. Strong multitasking, attention to detail, and organizational skills.
9. Knowledge of personnel functions and practices.
10. Ability to work with confidential information.
11. Skills to complete various forms, records and general correspondence.
12. Knowledge of state and federal laws that pertain to personnel activities.
13. Ability to work independently.
14. Knowledge of general office procedures.

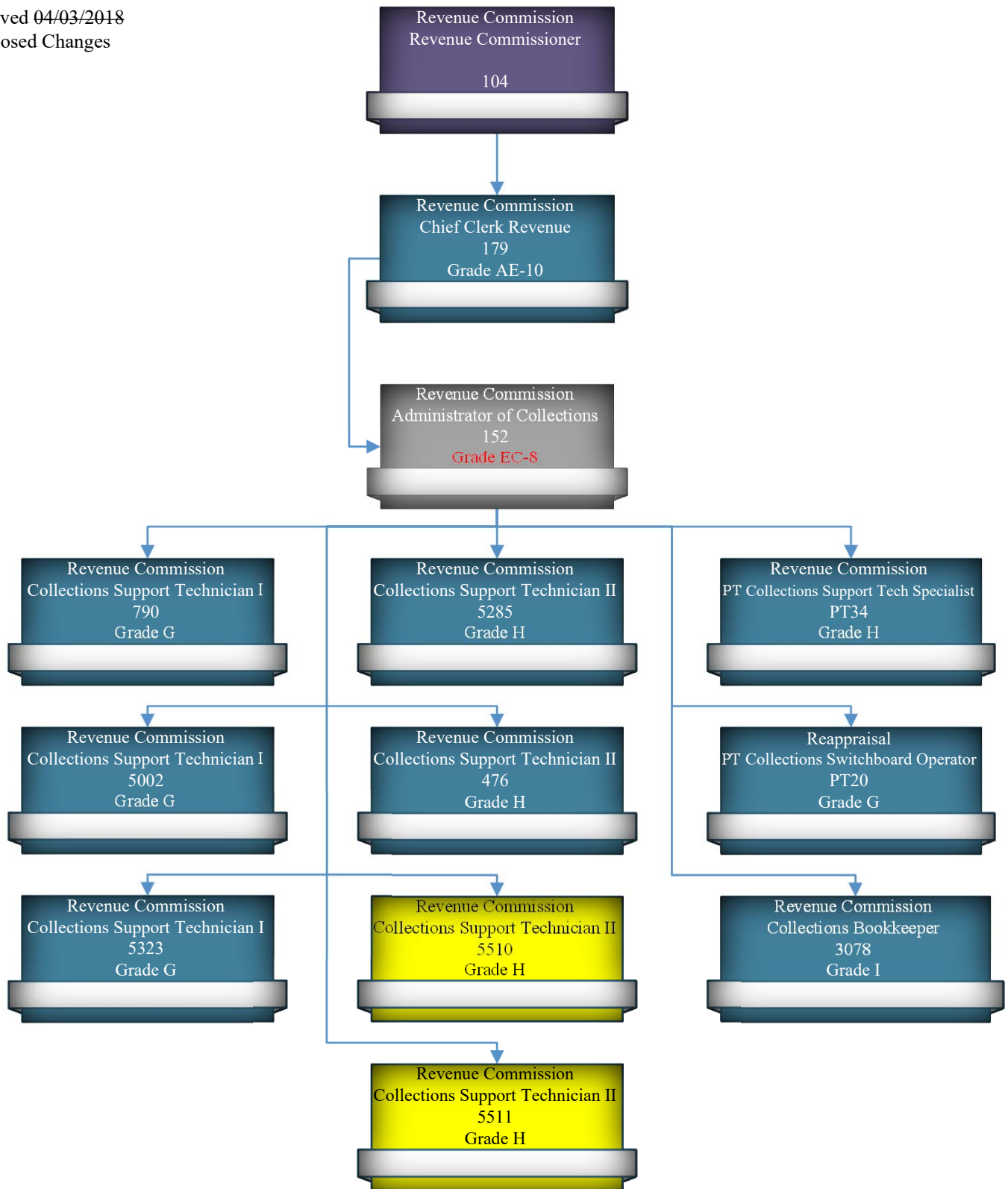
Other Characteristics

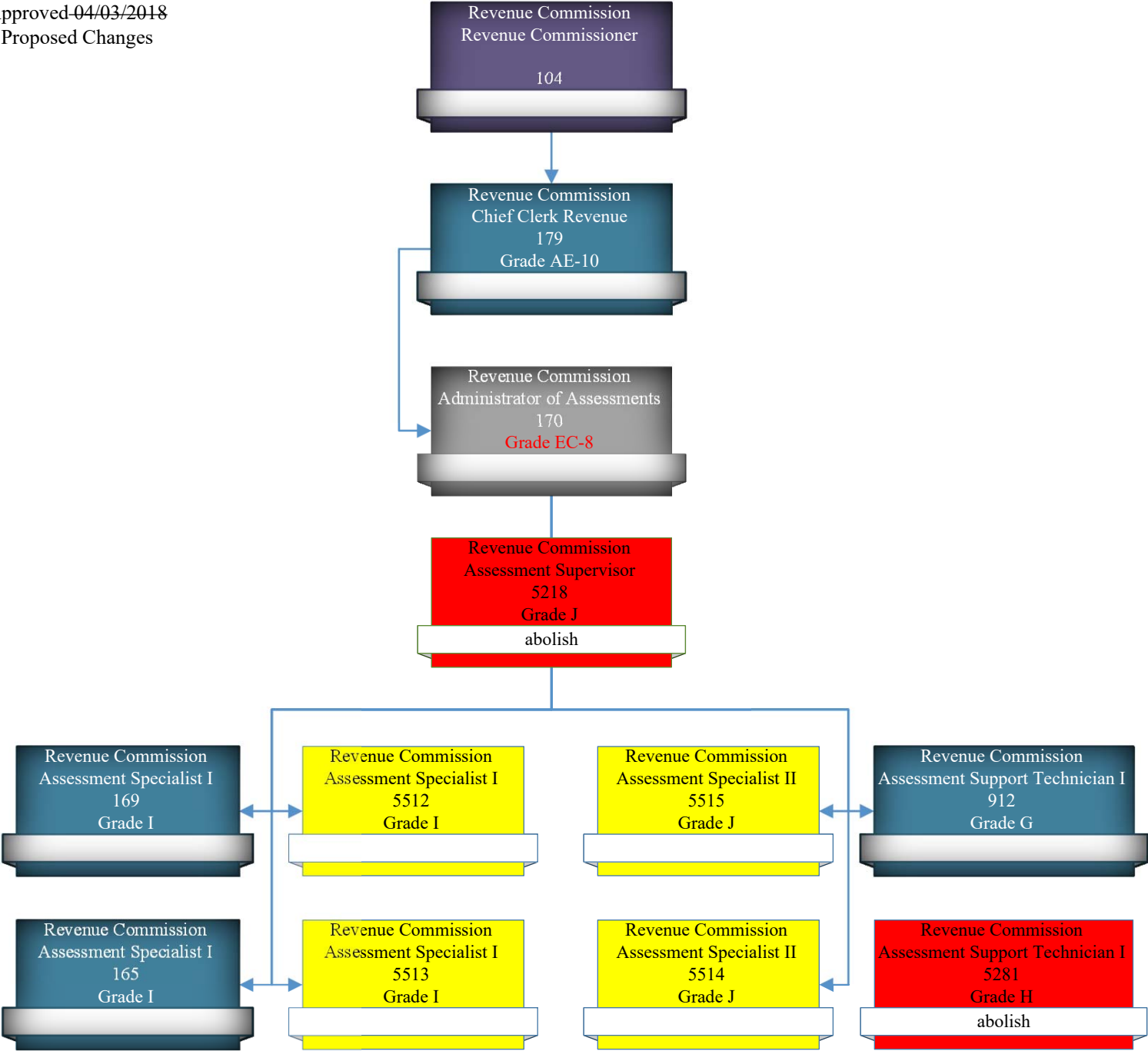
1. Must be able to react positively to constant change and help lead the way forward to include new developments in training targeted to both new and existing employees.
2. Strong desire to assist in the development of employee skills to provide a path for advancement and individual success.
3. Be willing to travel to attend workshops, conferences, seminars, etc., out of town as needed.
4. Be willing to work overtime, non-standard hours or weekends to complete work within specific time period.

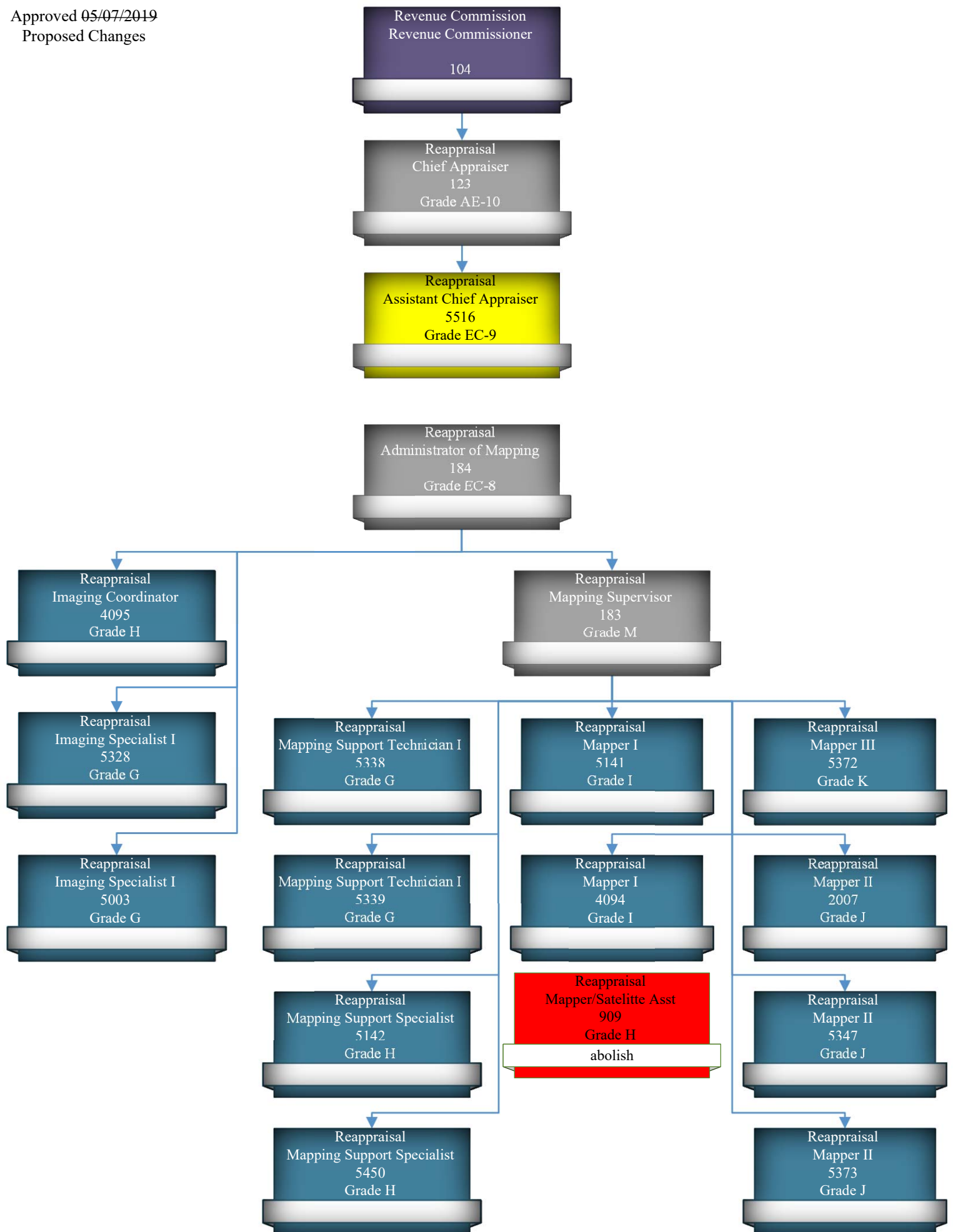
Minimum Requirements

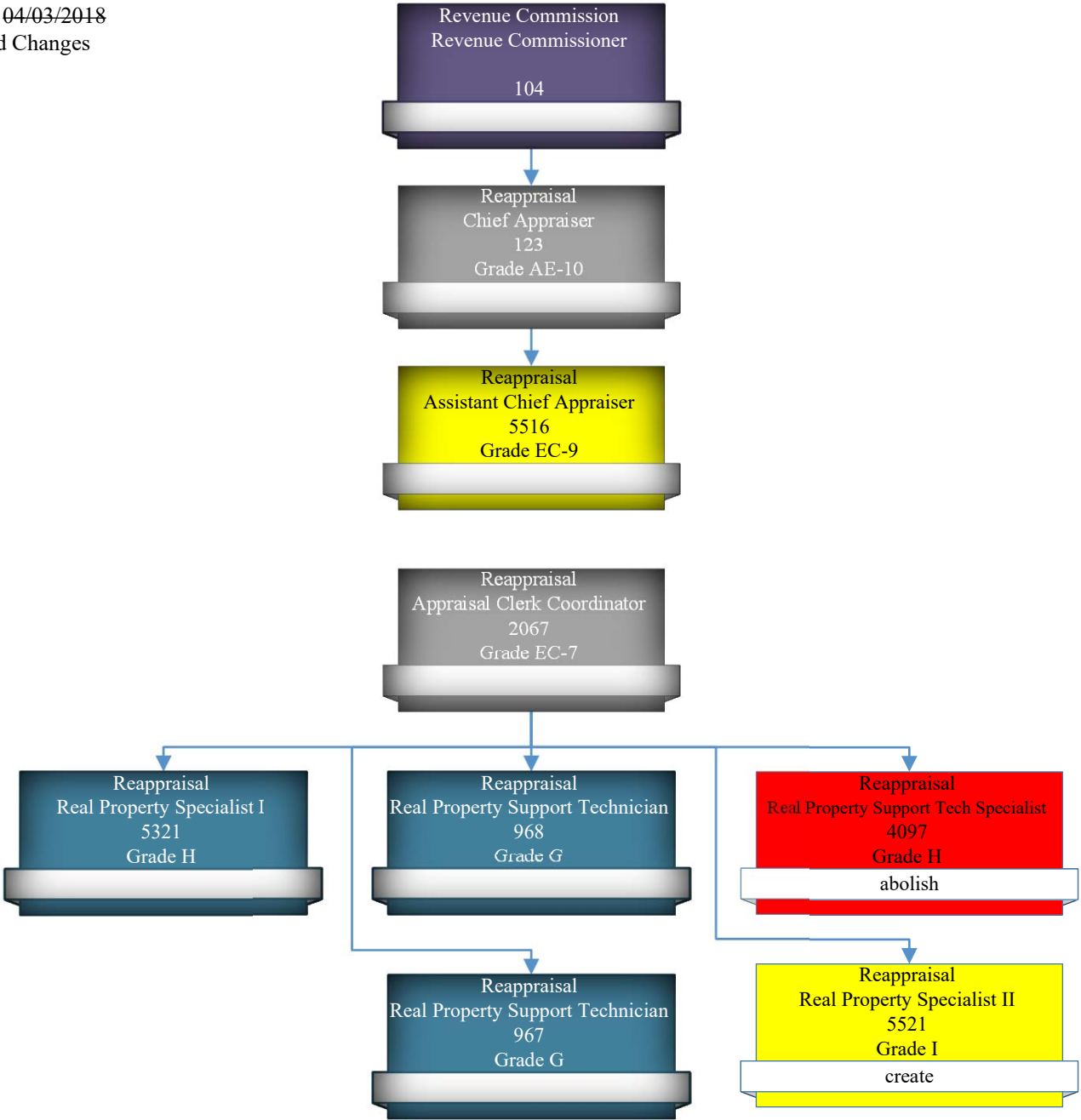
1. Bachelor's degree in Education, Public Administration, Management, or related field and a minimum of three (3) years of responsible managerial or administrative experience; or a combination of training and experience equivalent to these requirements.
2. Experience in providing both hands-on and verbal communication training.
3. Experience in investigating and resolving conflict within a work environment.
4. Working knowledge of existing governmental labor laws including Equal Employment Opportunity (EEO), the Americans With Disabilities Act (ADA), and the Family and Medical Leave Act (FMLA).
5. Must possess a valid driver's license and be insurable by the County's vehicle insurance standards.

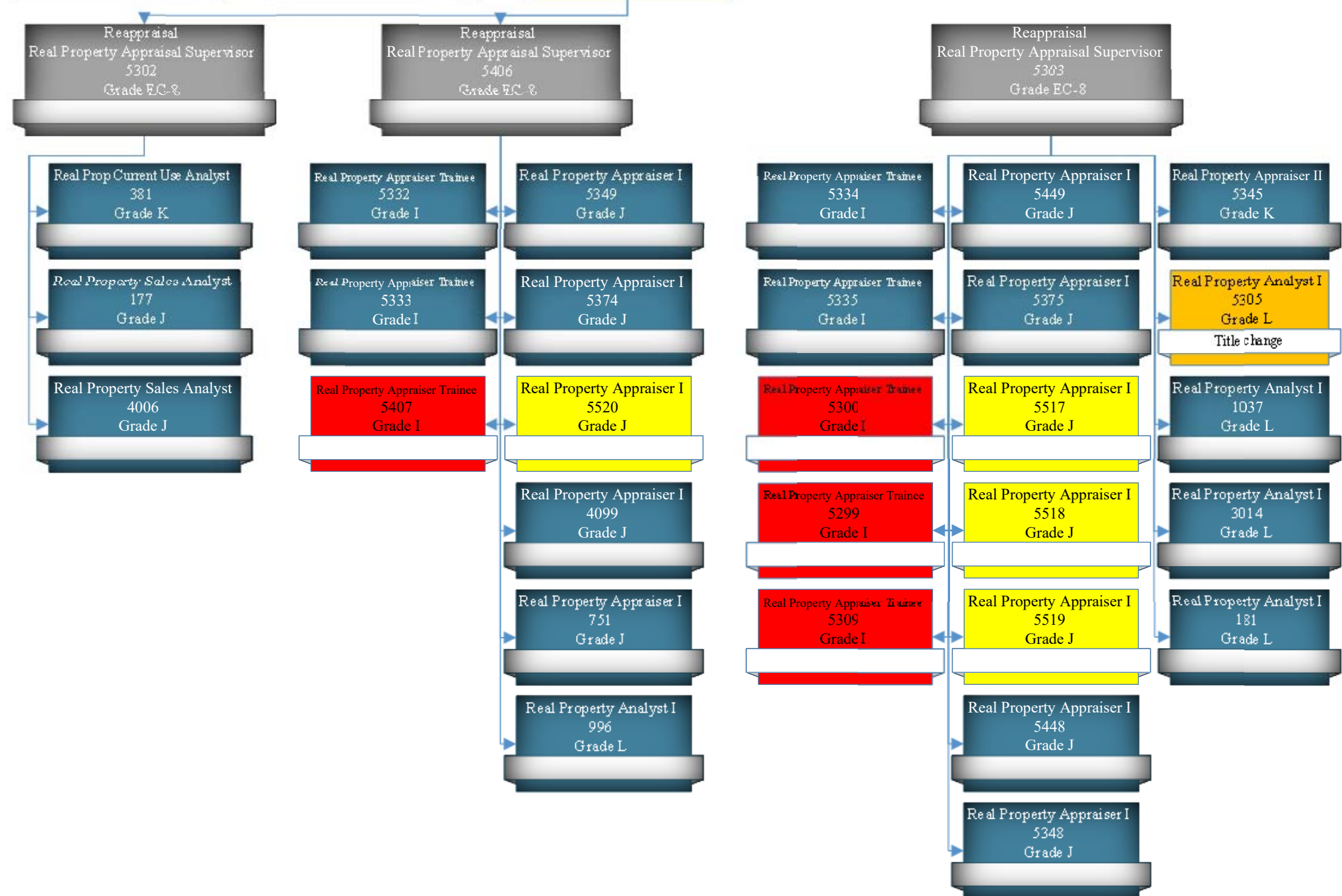


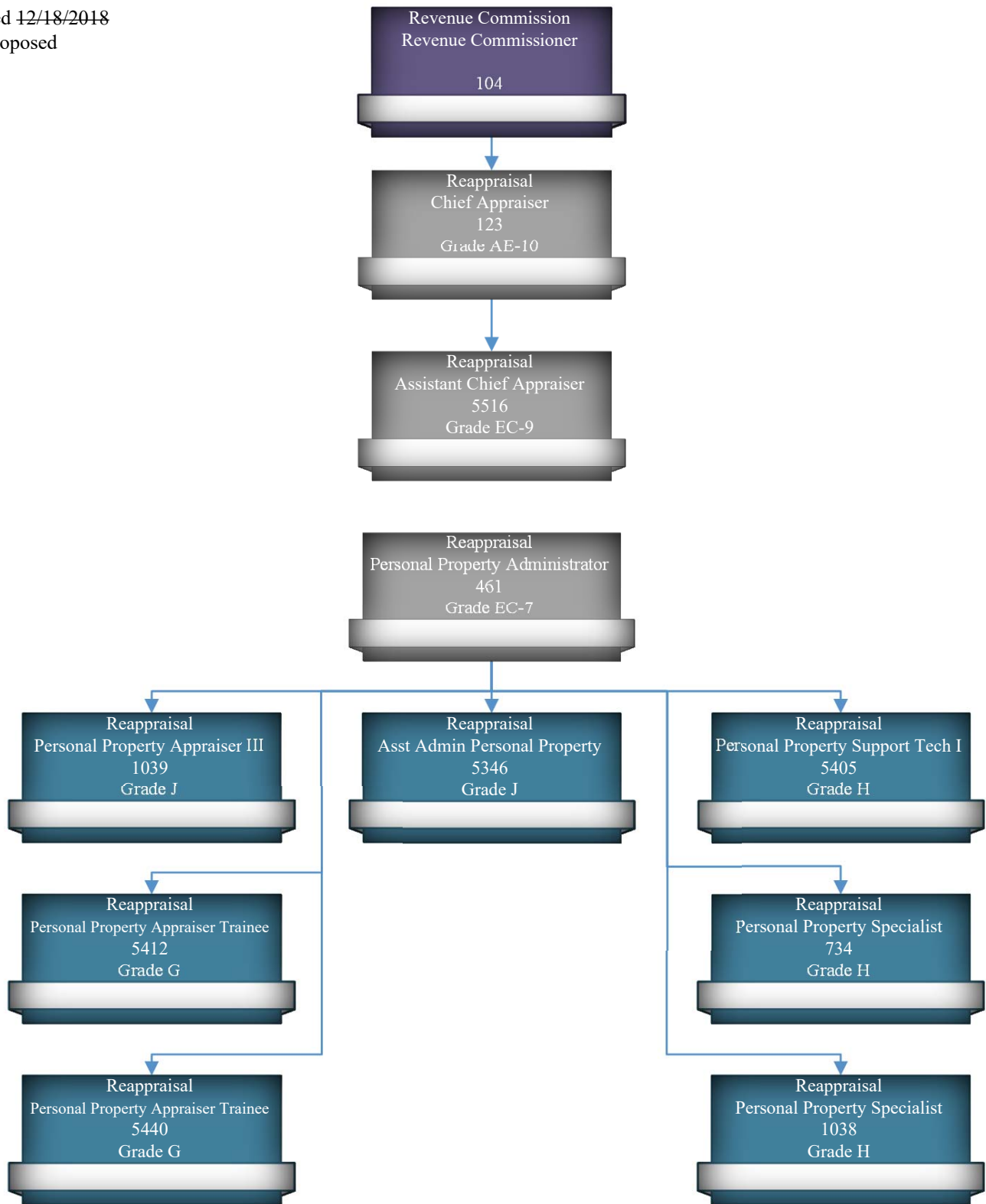












POSITION DESCRIPTION

Title: Administrator of Assessment

Department: Revenue Commission

Job Analysis: Sept 2010, Aug 201, Sept 2014, Sept 2017, Oct 2019

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

Relationships

Reports To: Revenue Commissioner, Chief Clerk of Collections

Subordinate Staff: ~~Assessment Supervisor,~~ Assessment Support Tech I, II, III & Specialist

Internal Contacts: Members of Revenue Commissioner's Office

External Contacts: General Public, Various State Agencies
Revenue Commission, other County Offices

Status: Classified/Exempt (EC-8)

Job Summary

Work involves supervising subordinate employees and/or providing the combination of advanced secretarial assistance, personnel assistance, and administrative assistance.

Positions in this class are distinguished from Support Tech and Specialist by being delegated a greater range of supervisory responsibility over subordinates or by the highly varied and variable nature of the work. Positions may be distinguished by combination of confidential and sensitive assignments performed on behalf of higher-ranking officials or the Administrator of Assessing.

Assesses real property, personal property, corporations, and mineral rights. Prepares various records such as assessment sheets, change forms, current use applications, etc. Makes copies of records, forms, etc. upon request. Assists public with research activities. Transfers and posts data regarding assessments, current use, changes in land value, etc.. Enters changes in information into computer and reviews data for errors. Files and maintains change forms, assessments, property record cards, etc.. Answers telephone, routes calls, relays messages, greets visitors, and provides assistance and/or information.

Job Domains

A. Supervision

1. Supervise, review, and assign work of office assistants.
2. Train personnel in assessing and clerical work.
3. Maintain department personnel files and reviews.
4. Train new employees.
5. Organize work flow to meet time schedules.

B. Assessing

1. Enter requests, current use applications, summer home applications, homestead exemption forms and other related forms into computer.
2. Assess any new deeds that have been recorded in the Probate office, assess corporations, mineral rights, personal property.
3. Verify assessments, map reviews and property ownership, check description and date of deed. If in prior owners name, determine parcel number by computer.
4. Assess parcel to grantee, determine if homestead is needed and what type, check summer home or current use and determine correct classification.
5. Enter correct type of homestead.
6. Determine if parcel mapped wrong by checking point of beginning on deed and work with mapper to correct error.
7. Enter requests, explain who needs the information and give all necessary information so appraiser or mapper understands.
8. If error has been made, post correction to abstract.
9. Make photostatic copies of various documents such as letters of disability, assessments, abstracts, GEO printouts, death certificates and wills, etc., and write receipts.
10. Look-up taxpayers taxes as requested.
11. Show the public, title workers, etc., the records and how to use them.
12. Receive and make copies of registration on mobile homes in order to remove them from tax bills.
13. Post tax sale redemptions to assessments.

C. Electronic Data Processing

1. Review all assessment sheets to insure all necessary information has been entered accurately in computer.
2. Verify any changes in land value, description, improvements, ownership, etc., from appraisal to assessment.
3. Review assessments for exemptions, class and signature.
4. Post various data such as descriptions of improvements and appraised value, current use, summer homes, correct ownership, dimensions, section, township, range, Board of Equalization values, etc..
5. Key in new parcels into computer.
6. Assign new account numbers and post account numbers.

7. Enter changes of ownership, property description, address and exemptions.
8. Prepare supplements and credits.
9. Review data for errors.
10. Make any address changes.
11. Determine if parcel sold to State or individual; if taxes sold to individual, make sure tax bill is issued.

D. Filing

1. Assemble and file assessments, affidavits, change forms in alphabetical order.
2. File change forms, property record cards in geographical order.
3. File affidavits to assessment sheets.

E. Reception and Referral

1. Answer telephone, route calls, relay messages, provide information.
2. Greet visitors, route to particular office or individual, provide assistance and/or information.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Verbal skills to communicate effectively with general public, co-workers, and supervisors.
2. Math skills to calculate taxes based on formula and to perform other basic mathematical operations.
3. Writing skills to neatly and clearly complete forms, records, and reports.
4. Reading skills to understand legal documents, maps, wills, etc.
5. Ability to operate office machines such as calculator, CRT terminal, copy machine.
6. Knowledge of general office procedures.
7. *Knowledge of filing systems.
8. *Knowledge of county policies and procedures.
9. Knowledge of state and county tax laws.
10. Ability to exercise independent judgment.

Physical Characteristics

(In cases of physical handicap, reasonable accommodations will be made)

1. See well enough to read fine print and numbers without error or transposition.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to communicate in a clear, polite, and courteous manner.
4. Body movement or mobility to bend, lift, stand, or move.
5. Strength to lift heavy books.
6. Stamina to stand on feet during long periods of time.

Other Characteristics

1. Must be willing to work overtime to complete work within specified period of time.
2. Be willing to travel within the county to Satellite offices as job requires and to attend various workshops, training sessions, etc.

POSITION DESCRIPTION

Title: Administrator of Collections

Department: Revenue Commission

Job Analysis: September 2010, August, 2011, October 2019

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

Relationships

Reports To: Revenue Commissioner, Chief Clerk of Collections

Subordinate Staff: Collections Support Technician I, II, Specialist, Bookkeeper, Switchboard Operator

Internal Contacts: Members of Revenue Commissioner's Office

External Contacts: General Public

Status: Classified/Exempt (EC-8)

Job Summary

Supervises and trains office staff and manages daily operations of Collection Department. Prepares and maintains various financial records and reports. Prepares work procedures and office policies. Maintains audit control over accounting of funds charged for collection. Assist Revenue Commissioner with final settlement and other annual reports.

Job Domains

A. Supervision

1. Supervise, assign, and review work of office staff.
2. Explain department policies, procedures, and regulations to office staff.
2. Establish and maintain effective working relationships with office staffs and general public.
3. Train personnel as required in collection and disbursement of taxes.

B. Accounting and Financial Management

1. Maintain audit control over accounting of funds charged for collection.
2. Assist auditor in the annual audit.

3. Maintain banking records of deposits and disbursements made monthly.
4. Make annual tax settlement with state tax comptroller.
5. Prepare and maintain various financial and accounting records and reports.
6. Oversee bank deposits and reconciliation of bank statements to ledgers and cashbook.
7. Make remittances to various agencies as required by law.
8. Maintain time cards, attendance records, and complete payroll data for departmental personnel.

C. Miscellaneous

1. Prepare work procedures and office policies.
2. Explain tax laws and procedures and advise taxpayers concerning tax problems.
2. Perform other functions as required in the operation of the office.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Skills to communicate effectively with subordinates and general public.
2. Math skills to compute taxes based on a formula and to perform basic mathematical operations.
3. Skills to prepare correspondence and reports.
4. Skills to read and understand Alabama revenue codes, legal documents, tax laws, and regulations, etc.
5. Ability to establish and maintain effective working relationships with subordinates and supervisor.
6. Thorough knowledge of current state laws, local laws, Attorney General's opinions, policies and practices governing property assessment and property tax collection.
7. Working knowledge of business methods, principles and practices.
8. Knowledge of accounting and auditing principles and methods and their application to commercial accounting systems.
9. Skills in establishing and maintaining effective public relations with particular reference to handling controversial matters tactfully.
10. Ability to supervise and train small office staff.
11. Ability to explain provisions of laws and regulations clearly.
12. Ability to work independently and to exercise good judgment in making decisions in accordance with department policies and procedures.

Other Characteristics

1. Graduation from a four-year college with major coursework in accounting or business administration is desirable.
2. Experience in governmental accounting with emphasis in the field of ad valorem and taxation is desirable.
3. Must be willing to work overtime to complete work within a specified period of time.

POSITION DESCRIPTION

Title: Assessment Support Technician I, II, Specialist I, II

Department: Revenue Commission

Job Analysis: 09/2010; 08/2011; 06/2014, 09/2014, 10/2019

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

Relationships

Reports To: ~~Assessment Supervisor~~ Administrator of Assessments

Internal Contacts: Revenue Commission Office Staff

External Contacts: General Public, Attorneys, Title and Real Estate Companies,
Members of other County Departments; Various State Agencies

Status: Classified/Non-Exempt: I (G), II (H), Specialist (I), Specialist II (J)

Job Summary

Prepares various records such as requests, current use applications, etc. Makes copies of records, forms, etc., upon request. Assists public with research activities. Assists Collections as needed, (i.e. calculate taxes). Transfers and posts data regarding assessments, current use, changes in land value, etc. Enters changes of information into computer and reviews data for errors. Files and maintains change forms. Types various correspondence, records, reports, etc. Prepares and makes bank deposits. Files daily reports, bank deposits, etc..Collects tax payments and issues receipts. Assesses deeds, assigns homestead. Conducts research as requested. Answers telephone, routes calls, relays messages, greets visitors and provides assistance and/or information.

(Responsibilities will vary according to job classification and location)

Job Domains

A. Assessing

1. Prepare assessment sheets, change forms, current use applications, summer home applications, homestead exemption forms and other related forms.
2. Assess any new deeds that have been recorded in the Probate office; assess corporations, mineral rights and personal property.
3. Verify assessments, map reviews and property ownership, check description and date of deed. If in prior owner's name, go to mapping department and get parcel number.
4. Assess parcel to grantee; determine if homestead is needed and what type. Check summer home or current use and determine correct classification. Calculate correct type of homestead.

5. Determine if parcel is mapped to correct error.
6. Write parcel error change; explain who needs the information and give to all.
7. If error has been made, post correction to abstract.
8. Make photo static copies of various documents such as: letters of disability, assessments, abstracts, GEO printouts, death certificates and wills, etc., and write receipts.
9. Calculate a taxpayer's taxes as requested.
10. Calculate current use values.
11. Post redemptions when a parcel has been redeemed.
12. Show the public, title workers, etc., the records and how to use them.

B. Electronic Data Processing

1. Review all assessment sheets to insure all necessary information has been entered accurately on assessment.
2. Review assessments for exemptions, class and signature.
3. Post various data such as description of improvements and appraised value, current use, summer homes, correct ownership, dimensions, section, township, range, Board of Equalization values, etc.
4. Key new parcels into computer.
5. Assign new account numbers and post account numbers.
6. Enter changes of ownership, property description, address and exemptions.
7. Prepare supplements and credits.
8. Review data for errors.
9. Post accounts paid and enter into computer daily.
10. Perform searches of property by name and parcel numbers.
11. Post assessments in computer.

C. Accounting and Financial Management

1. Check-up and balance collections in ledger daily.
2. Prepare and make bank deposits.
3. Collect cash and checks and issue receipts, compute interest and penalties when applicable.

D. Clerical

1. File daily reports, bank deposits.
2. Type various correspondence, envelopes, etc..
3. Map legal descriptions on deeds and compare with abstracts.

E. Filing

1. Assemble and file assessments, affidavits and change forms in alphabetical order.
2. File change forms, property record cards in geographical order.
3. File affidavits to assessment sheets.
4. Attach homestead exemptions to assessment.

F. Reception and Referral

1. Answer telephone, route calls, relay messages and provide information.
2. Greet visitors, route to particular office or individual, provide assistance and/or information.

Knowledge, Skills and Abilities

(Any item with an asterisk will be taught on the job)

1. Verbal skills to communicate effectively with general public, co-workers, and supervisors.
2. Math skills to calculate taxes based on formula and to perform other basic mathematical operations.
3. Writing skills to neatly and clearly complete forms, records and reports.
4. Reading skills to understand legal documents, maps, wills, etc.
5. Ability to operate office machines such as calculator, CRT terminal, copy machine.
6. Knowledge of general office procedures.
7. *Knowledge of filing systems.
8. *Knowledge of county policies and procedures.
9. Knowledge of state and county tax laws.
10. Ability to exercise independent judgement.

Physical Characteristics

(In cases of physical handicap, reasonable accommodation will be made)

1. See well enough to read fine print and numbers without error or transposition.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to communicate in a polite and courteous manner.
4. Body movement or mobility to bend, stand, move or lift.
5. Strength to lift heavy books.
6. Stamina to stand on feet during long periods of time.

Other Characteristics

1. Must be willing to work non-standard hours as necessary.
2. Be willing to travel within the county to Satellite offices as job requires and to attend various workshops, training sessions, etc.

Minimum Requirements

1. High School diploma or equivalent for Level I required.
2. Valid driver's license required.

Advancement

The advancement from Level I, II, III, Specialist I, II will be determined on:

1. Experience on the job.
2. Educational courses pertaining to job.

POSITION DESCRIPTION

Title: Assistant Administrator of Real Property Appraisal
(Assistant Chief Appraiser)

Department: Revenue Commission

Job Analysis: January 2011, October 2019

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

Relationships

Reports To: Administrator of Real Property Appraisal (Chief Appraiser)

Subordinate Staff: All other employees of the Appraisal Department

Internal Contacts: All Members of Revenue Commissioner's Office

External Contacts: Taxpayers, Taxpayer Representatives, Real Estate Agents, Real Estate Appraisers, Title Companies, Attorney's, Other County Departments, Alabama Department of Revenue

Status: Classified/Exempt (EC-9)

Job Summary

Under the administrative direction of the Chief Appraiser, the Assistant Administrator of Real Property Appraisal (Assistant Chief Appraiser) assists in supervising the work of Real Property Appraisers, and supporting staff assigned to the Appraisal Department. The Assistant Administrator of Real Property Appraisal (Assistant Chief Appraiser) assists in conducting ratio studies, index studies and land value studies. As a salaried-exempt employee, the Assistant Administrator or Real Property Appraisal (Assistant Chief Appraiser) will be expected to work more than forty (40) hour weeks when deadlines and special projects entail additional hours to complete required work.

Job Domain

A. Office Management

Supervises, assigns, and reviews work of Real Property Appraisers. Trains appraisers in appropriate practices and procedures. Explains department policies and procedures to new staff members. Assists appraisers with problems in performance of their duties. Ensures office equipment is maintained. Resolves problems with taxpayers as needed.

B. Research and Analysis

Conducts ratio and land studies. Submits reports of studies to the Alabama Department of Revenue for approval. Defends appraisals before the Board of Equalization and Courts. Conducts hearing with taxpayers. Conducts review audits, telephone audits, physical inspection audits, detailed on-site audits, and detailed desk audits. Conducts the notice and appeals process.

C. Ad Valorem Tax Appraisal

Directs implementation plan requiring all property subject to Ad Valorem taxation to be appraised at its current fair and reasonable market value. Updates appraisals appropriately upon receiving change forms. Transposes a variety of information to ensure completeness and accuracy of records. Computes tax figure changes when an acreage change has occurred. Communicates information to taxpayers and explains ramifications of appraisals. Completes appraisal forms. Types and mails letters concerning appraisals. Enters necessary changes in appraisal books.

D. Miscellaneous

Applies current use for acreage appraisals by calculating current use based on land values according to class it may be assigned.. Writes current use values on each eligible appraisal and keys them into computer. Completes and/or updates Parcel Error Change forms. Reads deeds and locates parcels on tax map using legal description and various city or county locator township maps. Locates and reads deed indexes, mortgage records, will books, and various recorded materials located in the Probate Office. Prints "error" sheets and corrected appraisal sheets. Files error and corrected appraisal sheets appropriately. Assists public examiners by answering questions and/or furnishing data upon request.

Knowledge, Skills, and Abilities

1. Knowledge of mathematics to include addition, subtraction, multiplication, division and percentages as needed to compile construction costs data, measure buildings, calculate property record cards, calculate land and building areas, market values, assessed values and taxes.
2. Knowledge of current laws, methods, procedures and practices of real property appraisal as outlined in the Alabama Real Property Appraisal Manual.
3. Knowledge of departmental regulations, policies and procedures.
4. Knowledge of various assessment procedures, tax laws, files, forms, and computations.
5. Knowledge of modern office management and supervision.
6. Knowledge of real estate appraisal, personal property appraisal, and ownership mapping.
7. Knowledge of building construction costs.
8. Knowledge of Probate Judge's office concerning deeds, mortgages, and covenants.
9. Skilled in English, math and spelling.

10. Ability to communicate in writing to include proper usage of English, grammar,
11. Punctuation, spelling, and business writing to prepare letters, memoranda, reports and forms.
12. Ability to communicate orally with individuals such as co-workers, taxpayers, taxpayer agents, government officials and attorneys in order to obtain and provide information.
13. Ability to read and comprehend maps, records, deeds, financial reports, and other correspondence.
14. Ability to file documents and records.
15. Ability to establish and maintain effective working relationships with taxpayers and co-workers.
16. Ability to direct the work of subordinate support and appraisal personnel performing a variety of clerical and appraisal functions.
17. Ability to receive and resolve complaints and questions from the public.
18. Ability to operate standard office equipment including calculator, fax machine, and copier.
19. Ability to operate a computer and software such as database, spreadsheets, and word processing as needed to analyze and compile data.
20. Ability to operate field mapping and appraisal equipment.
21. Ability to operate a motor vehicle.

Other Characteristics

1. Must be certified as an Alabama Certified Appraiser (Real Property Track) through the state Property Tax Education and Certification program. Must be 21 years of age. The Assistant Administrator of Real Property (Assistant Chief Appraiser) will be required to work in office conditions as well as outdoors.

Educational Requirements

1. Must possess a high school diploma and recommend at least two years of college level courses in business administration, accounting, taxation, law, property valuation or related fields.
2. Prior appraisal training and experience will be considered in lieu of college education.
3. Five (5) years practical appraisal experience involving extensive commercial, industrial, apartment, farm and residential type properties, using all recognized approaches to value.
4. Consideration will be given for the successful completion of certain courses offered by IAAO, Appraisal Institute, or other recognized appraisal organizations.
5. Must possess a valid Alabama driver's license.

POSITION DESCRIPTION

Title: Chief Clerk of Collections

Department: Revenue Commission

Job Analysis: February 2000, **October 2019**

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

Relationships

Reports To: Revenue Commissioner

Subordinate Staff: All Employees within the Department

Internal Contacts: Administrative Coordinators and Other
Members of the Revenue Commissioner's Office

External Contacts: Department Heads, Elected Officials, Attorney's
Taxpayers, Mortgage Companies, Business Owners

Status: Appointed/Exempt (AE-10)

Job Summary

Employee in this position will have ultimate authority in the absence of the official. Will be competent and knowledgeable of all office policies, procedures, laws and regulations governing the department. Duties are composed of a wide array of administrative and technical functions relating to the operation of the department.

Job Domains

1. Evaluates performance reviews, recommends disciplinary action and assists in the hiring process. Assists and recommends change in the budgeting process.
2. Conducts equipment and personnel needs analysis.
3. Conducts studies of research when directed by the official.
4. Designs and develops reports of departmental information for sources outside the department at the direction of the official.
5. Assists the official with evaluating operating procedures and practices of the department to insure effectiveness and efficiencies in the administration of the office.
6. Develops and reviews departmental reports for accuracy and compliance with departmental goals.
7. Prepares and updates departmental rules, regulations and office policy at the direction of the official.
8. Reviews, approves or makes equipment and supply purchases.

9. Resolves and reviews complaints within the office and makes recommendations to the official. Conducts follow-up to assure compliance with all office recommendations or changes in policy. Supervises daily workflow of subordinate personnel.
10. Directs office policy and procedures.

Knowledge, Skills, and Abilities

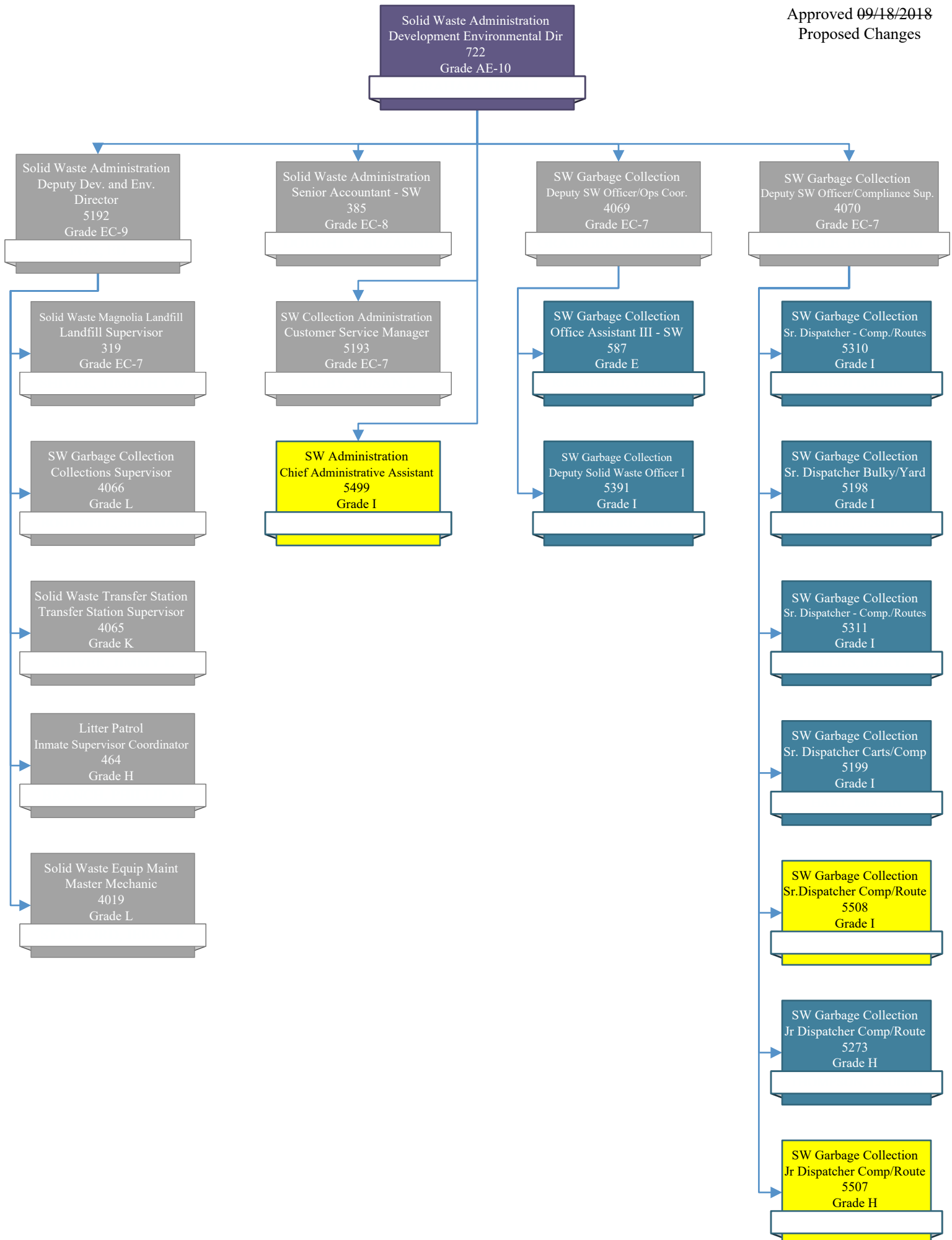
1. Knowledgeable of office principals, practices and procedures.
2. Knowledge of departmental policy, functions and laws governing the operation of the office.
3. Skilled in business, English, math and spelling.
4. Skilled in the operation of modern office equipment and machines.
5. Skilled in the practice of employee supervision.
6. Ability to supervise and direct work of all departmental personnel.
7. Ability to create and maintain working relations with other officials or department directors and the general public.
8. Ability to identify problems in administration or office practices and make needed recommendations.
9. Communication skills required for relating verbally to the general public by phone or within the office.
10. Ability to sit or stand for long periods.

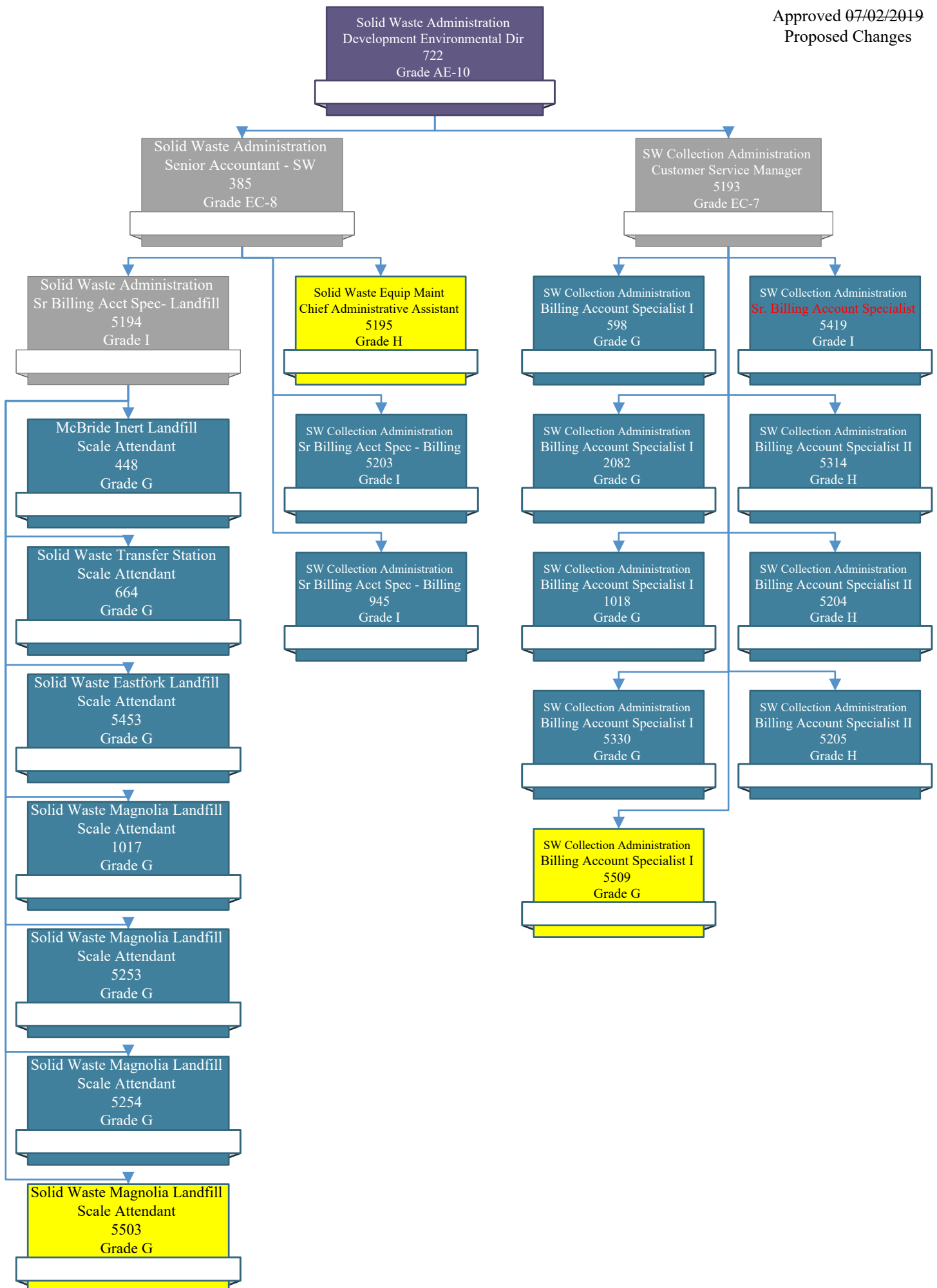
Other Characteristics

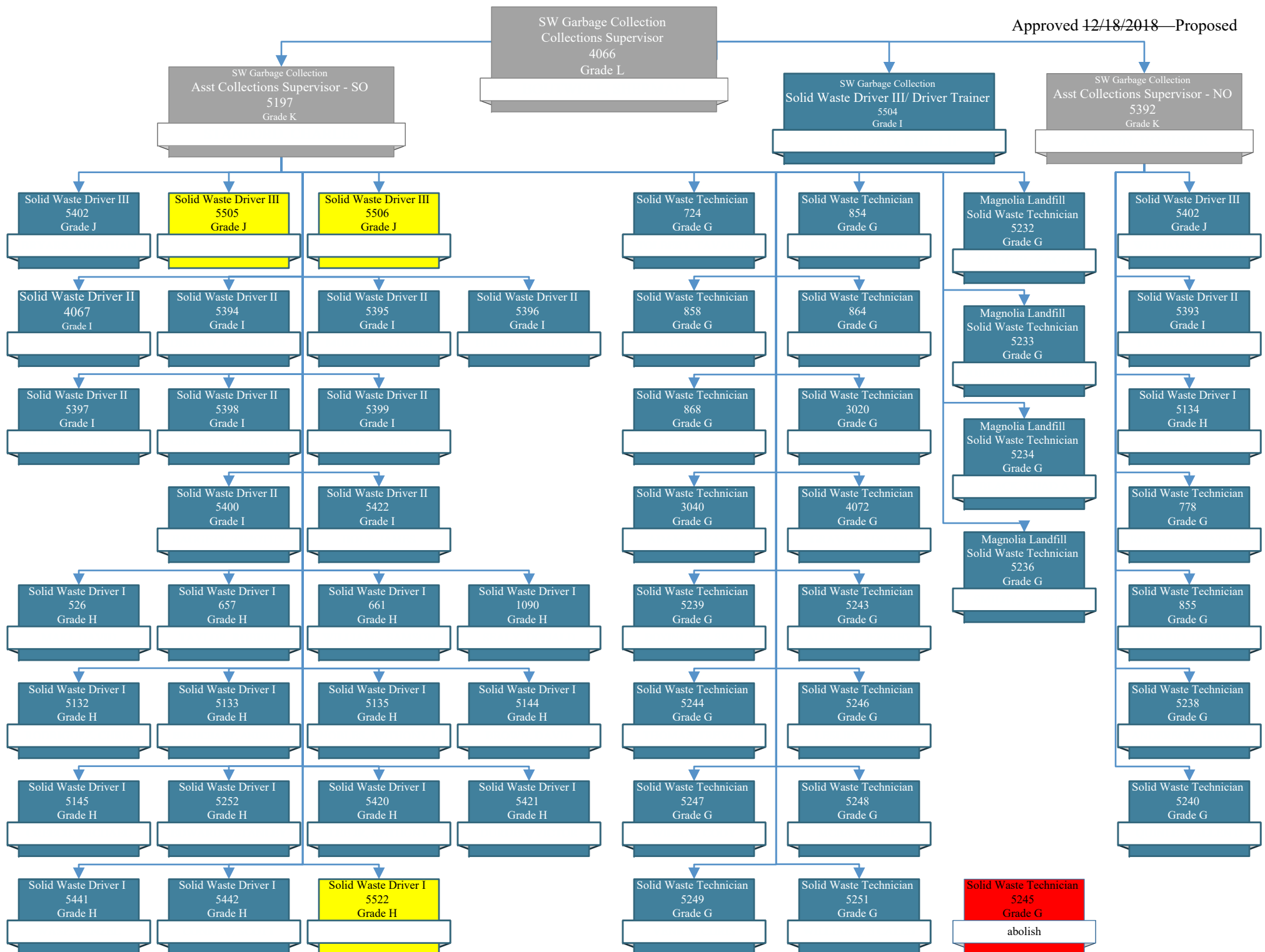
1. Overtime may be required during peak work periods.
2. Must be willing to travel to complete educational requirements and any continuing education that may be expected.

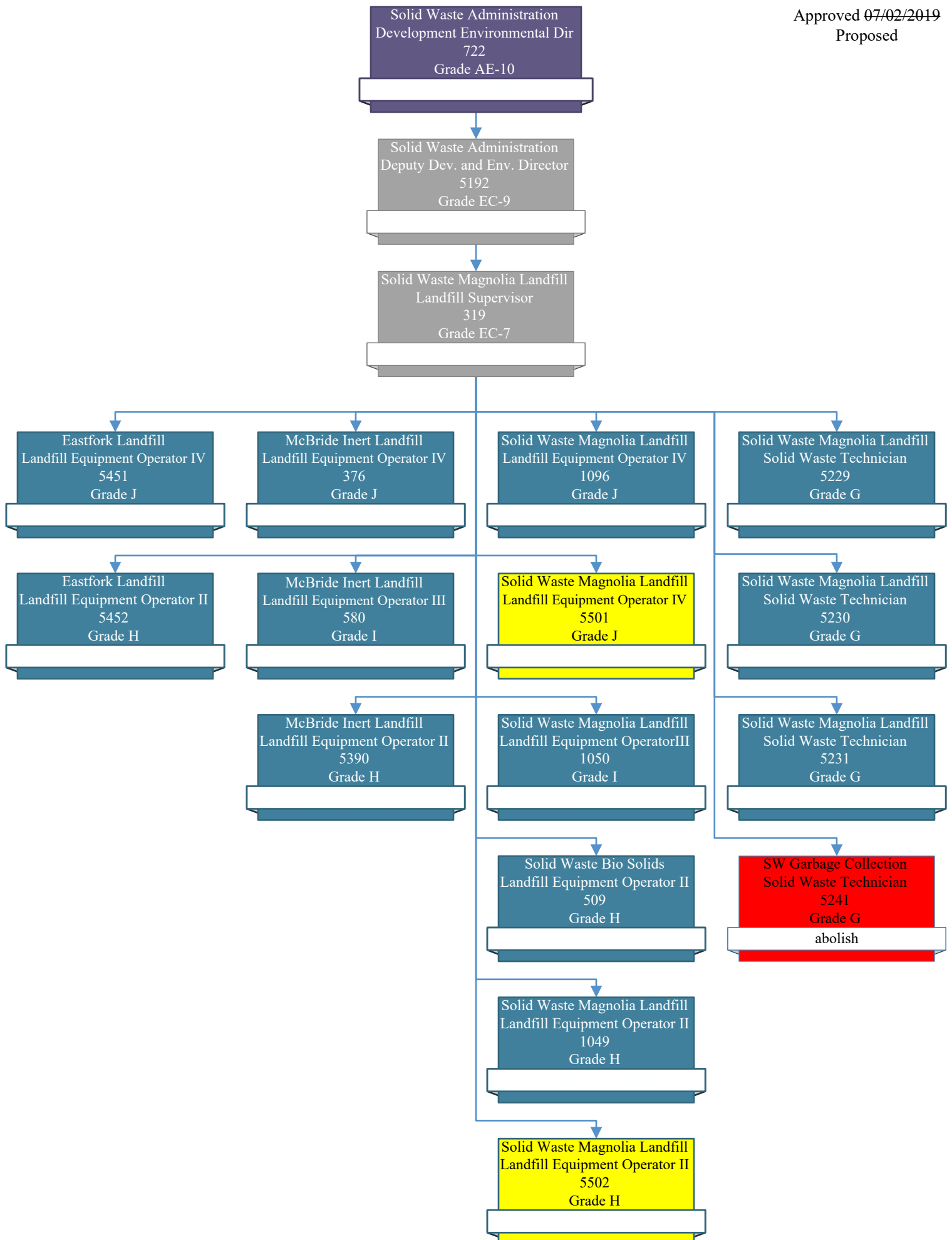
Minimum Requirements

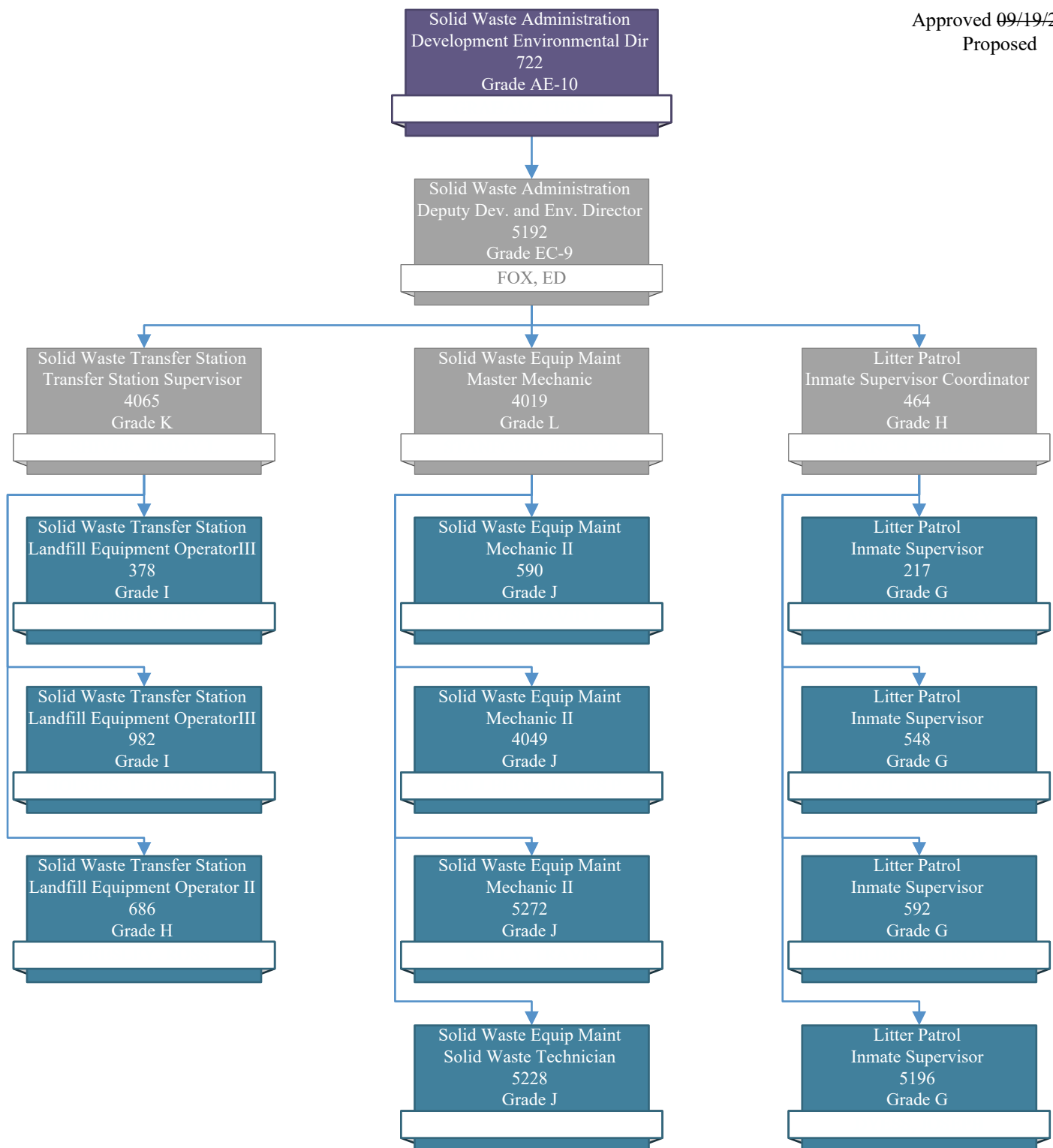
1. Bachelor's degree in Management or related.
2. Minimum five (5) years' experience in management/supervision.
3. Valid driver's license and be insurance by the County's insurance standards.











POSITION DESCRIPTION

Title: Chief Administrative Assistant – Administration Division

Department: Solid Waste

Job Analysis: October 2019

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

Relationships

Reports to: Development and Environmental Director

Subordinate Staff: None

Internal Contacts: Accounting, Purchasing, BCSW Staff, CIS Department, Personnel

External Contacts: Commercial and Residential Customers, Municipalities, Health Department, Vendors, Other Agencies

Status: Classified/Non-Exempt (I)

Job Summary

The Chief Administrative Assistant - Solid Waste performs various general administrative duties for the Development and Environmental Director, including composing and generating correspondence and other documents. Schedules, coordinates, and documents departmental meetings, appointments, trainings etc. as well as responsible for preparation of monthly administrative calendar. Prepares various agenda action items and performs follow up tasks as required. Schedules and arranges training and travel for all departmental personnel and verifies that proper receipts and documentation are submitted to Accounting. Works closely with Personnel department to comply with all necessary accident and/or injury documentation requirements and follow up. Responsible for employee uniforms – ordering, reconciles receipts to invoices, works with vendor to receive any necessary credit adjustments, and submit verified invoices to A/P for payment processing. Maintains files and assists with tracking all Landfill compliance and monitoring activities and corresponding documents, filings and/or deadlines. Responsible for staff radio and mobile phone equipment requests and liaises with CIS department for setup of such. Responsible for maintaining inventory of office supplies. Assists with school field trips and tours of landfill. Serves as certified defense driver trainer for staff. Acts as Solid Waste Administration's first point of contact for general departmental assistance. Responsible for tracking personnel data and handles general departmental orientation for new hires. Performs duties that are sensitive and confidential in nature. Performs other related work as assigned or required.

Job Domains

1. Types and/or prepares correspondence, agenda items, advertisements, press releases and various documents as requested.
2. Coordinates safety training with each departmental area and documents such.
3. Schedules meetings, coordinates internal and external communication among staff, other departments as necessary.
4. Maintains a filing system and properly files and archives all landfill compliance and monitoring activities and documentation of such.
5. Maintains personnel data files.
6. Process requisitions in compliance with purchasing policies, procedures, laws and regulations followed by Baldwin County Commission Purchasing Department.
7. Answer phones and provide clerical support for administrative staff.
8. Update training and safety logs as needed.
9. Maintains effective working relationship with public.

Knowledge, Skills, and Abilities

1. Computer skills in various programs.
2. Ability to communicate effectively with customers, internal and external county staff and other agency representatives.
3. Math skills to perform basic mathematical operations.
4. Skills to neatly and clearly complete bank deposits reports, etc.
5. Reading skills to understand various documents.
6. Knowledge of filing system.
7. Knowledge of County Commission procedures, as well as, general office procedures.
8. Ability to keep clerical records and prepare accurate reports.
9. Ability to prepare effective correspondence.
10. Knowledge and ability to operate office machines such as typewriter, PC, copy machine, 10-key calculator, etc.
11. Knowledge of basic accounting procedures.
12. Ability to organize heavy work load and accomplish required tasks.

Other Characteristics

1. Must be willing to work overtime, weekends, and holidays to complete work within specified period of time.
2. Willing to travel as required.
3. Must be flexible and able to handle more than one project at one time.
4. Self-motivated and team player.

Minimum Requirements

1. Associate's degree or equivalent.
2. 3-4 years' experience in office administration.
3. Any equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the work.

POSITION DESCRIPTION

Title: Chief Administrative Assistant – Maintenance Division

Department: Solid Waste

Job Analysis: October 2019

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

Relationships

Reports to: Senior Accountant

Subordinate Staff: None

Internal Contacts: Accounting, Purchasing, BCSW Staff, CIS Department

External Contacts: Vendors, Commercial and Residential Customers, Municipalities, Health Department

Status: Classified/Non-Exempt (I)

Job Summary

The Chief Administrative Assistant – Maintenance – Solid Waste is responsible for accomplishing the following: contacting vendors to receive quotes on parts and materials for Solid Waste fleet and general supply needs to find the best purchasing source that meets the department's needs while making sure such purchases are in accordance with all procedures, laws and regulations followed by Baldwin County Commission Purchasing Department. Prepares and submits accurate purchase requisitions based on demand and management direction. Responsible for contacting vendors with purchase order numbers and delivery/completion date estimation. Must maintain superior level of accuracy while comparing vendor charges to purchase order and/or invoice information and resolve discrepancies with vendors in a timely manner and keep management informed of any and all activities or issues that may arise as a result of such discrepancies. Orders and keeps track of manual oil & fuel tickets, prepares/updates maintenance reports as needed and required, ensures equipment manuals and safety files are updated routinely, and assists in implementation of a parts and preventative maintenance tracking system, with respect to individual equipment specification and maintenance requirements. Ensures needed parts are in stock for necessary repairs. This position will also serve as a backup scale operator when needed so required certifications and training must be kept current.

Job Domains

1. Interface with vendors to ensure follow through in a timely manner by both parties.
2. Process requisitions in compliance with purchasing policies, procedures, laws and regulations followed by Baldwin County Commission Purchasing Department.
3. Process receiving paperwork in a timely manner.
4. Follow up with vendors on purchase order numbers received and estimated completion status for work performed or materials being received.
5. Compare vendor charges to purchase order and invoice information and resolve discrepancies.
6. Answer phones and provide clerical support for maintenance staff.
7. Update fuel, oil, equipment, vehicle, and fleet maintenance logs as needed and required.
8. Update training and safety logs as needed.
9. Create and maintain a working inventory and parts list, that coincides with operational and maintenance manuals.
10. Maintain maintenance logs to ensure parts are on hand to accomplish preventative maintenance tasks as well as other minor repairs the Operator Reports are notating.
11. Maintain updated operations and maintenance manuals.
12. Maintains effective working relationship with public.
13. Performs all scale operator functions when filling in or working assigned schedule.

Knowledge, Skills, and Abilities

1. Computer skills in various programs.
2. Ability to communicate effectively with customers, coworkers and vendors.
3. Math skills to perform basic mathematical operations.
4. Skills to neatly and clearly complete bank deposits reports, etc.
5. Reading skills to understand various documents.
6. Knowledge of filing system.
7. Knowledge of County Commission procedures, as well as, general office procedures.
8. Ability to keep clerical records and prepare accurate reports.
9. Ability to prepare effective correspondence.
10. Knowledge and ability to operate office machines such as typewriter, PC, copy machine, 10-key calculator, etc.
11. Knowledge of basic accounting procedures.
12. Ability to organize heavy work load and accomplish required tasks.

Other Characteristics

1. Must be willing to work overtime, weekends, and holidays to complete work within specified period of time.
2. Willing to travel as required.
3. Must be flexible and able to handle more than one project at one time.
4. Self-motivated and team player.

Minimum Requirements

1. Associate's degree or equivalent.
2. 3-4 years' experience in office administration.
3. Two (2) years purchasing experience.
4. Experience with computerized accounting systems preferred.
5. Any equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the work.

POSITION DESCRIPTION

Title: Master Mechanic – Solid Waste

Dept: Solid Waste

Job Analysis: September 2011, September 2013, September 2017, October 2019

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

Relationships

Reports to: Deputy Development and Environmental Director

Subordinate staff: Mechanics, Laborers, Inmate Labor

Internal contacts: Department Supervisors, Office Staff, Purchasing Staff

External contacts: Equipment and Parts Suppliers

Status: Classified/Non-Exempt (L)

Job Summary

Assist County mechanics with major mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment owned and operated by the Baldwin County Commission, using standard practices and equipment of the automotive trade. Operates some heavy equipment. Must be able to train other County mechanics and lend support when called upon. Must be able to supervise mechanics, mechanic helpers and laborers working non-standard hours.

Job Domains

A. Automotive Repair and Maintenance

1. Tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetors, fuel injectors, and replacement of ignitions systems.
2. Assist mechanic in removing and disassembling major units such as engine, transmission, differential; inspects parts for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors and water pumps, and fuel injection pumps.
5. Rewires ignition system, lights and instrument panel.

6. Turns drums, realigns and adjusts brakes, aligns front end, repairs or replaces shock absorbers.
7. Replaces and adjusts headlights, and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.
8. Troubleshoots hydraulic system and replace hydraulic pumps and hydraulic cylinders.
9. Check and repair electric, pressurized and air operated power take off systems.
10. Assemble hydraulic hose and replace when necessary.
11. Troubleshoot and repair electric systems.
12. Capable of using computer diagnostic equipment on engines.
13. Must be capable of checking and replacing turbo chargers.
14. Capable of diagnosing and repairing air brake systems and air brakes.
15. Experience in checking and repairing air conditioning systems.
16. Capable of repairing refuse bodies and related hydraulic systems.

B. Heavy Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds and maintains heavy construction equipment such as motor graders, backhoes, bulldozers, landfill compactors, etc.
2. Assist mechanics in replacing defective engines and subassemblies.
3. Assists with replacing or repairing major components, attachments or implements such as blades, tracks compressors, etc.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as requested by mechanic.
6. Tests repaired equipment to ensure operating efficiency.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Verbal skills to communicate information to supervisors and co-workers.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.

10. Knowledge of safety rules, including accident causes and prevention.
11. *Knowledge of first aid procedures.
12. Ability of work independently without close supervision.
13. Knowledge of county policies, procedures and rules.

Physical Characteristics

(In cases of physical handicap, reasonable accommodations may be made.)

1. See well enough to read regular print and numbers without error or transposition and inspect small parts.
2. Hear well enough to talk on telephone, to determine mechanical problems.
3. Speak clearly enough to communicate information to helper.
4. Use of hands and fingers to write, to use tools.
5. Strength to lift 100 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body movement to climb on top of or crawl under various types of equipment.

Other Characteristics

1. Willing to work non-standard hours when necessary.
2. Willing to provide personal hand tools.
3. Willing to travel to pick up parts and materials out of area.

Minimum Qualifications

1. Have a valid driver's license and Class "B" CDL and be insurable by the County's insurance standards.
2. Five (5) years experience in automotive and heavy equipment repairs and maintenance preferred.

POSITION DESCRIPTION

Title: Mechanic II

Department: Solid Waste

Job Analysis: September 2011, September 2013, October 2019

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

Relationships

Reports to: Master Mechanic

Subordinate staff: Mechanic I, Laborers, Inmate Labor

Internal contacts: Members of work group

External contacts: None

Status: Classified/Non-Exempt (J)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment. Must have a minimum of three (3) years mechanic experience. Must have a valid CDL Class B driver's license.

Job Domains

A. Automotive Repair and Maintenance

1. Analyzes, diagnoses and tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, replacement of coil, condenser, breaker points.
2. Removes and disassembles major units such as engine, transmission, differential; inspects parts for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors, and pumps.
5. Rewires ignition system, lights and instrument panels.
6. Turns drums, realigns and adjusts brakes, aligns front end, repairs or replaces shock absorbers.

7. Must have experience on air brake systems.
8. Must have experience on hydraulic systems.
9. Must be capable of trouble shooting electrical system.
10. Replaces and adjusts headlights, and installs or repairs accessories such as radios, heaters, mirrors and windshield wipers.
11. Performs additional repairs as needed.

B. Heavy Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds and maintains heavy construction equipment such as motor graders, backhoes, bulldozers, etc.
2. Replaces defective engines and subassemblies.
3. Replaces or repairs major components, attachments or implements such as blades, tracks, compressors, etc.
4. Must be capable of trouble shooting hydraulic system.
5. Must be capable of rebuilding hydraulic cylinders and hydraulic pumps.
6. Must be capable of trouble shooting and rebuilding power take off systems, hydraulic operated, air operated and electrical power take off units.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as needed.
6. Tests repaired equipment to ensure operating efficiency.
7. Supervises assistant mechanic and other area personnel performing equipment maintenance.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Verbal skills to communicate information to supervisors and coworkers.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, and instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.

9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.
10. Knowledge of safety rules, including accident causation and prevention.
11. *Knowledge of first aid procedures.
12. Ability to work independently without close supervision.
13. Knowledge of county policies, procedures and rules.

Physical Characteristics

(In case of physical handicap, reasonable accommodations will be made.)

1. See well enough to read regular print and numbers without error or transposition and inspect small parts.
2. Hear well enough to talk on telephone, to determine mechanical problems.
3. Speak clearly enough to communicate information to helper.
4. Use of hands and fingers to write, to use tools.
5. Strength to lift 100 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body movement to climb on top of or crawl under various types of equipment.

Other Characteristics

1. Willing to work overtime and weekends in emergencies.
2. Willing to provide personal hand tools.
3. Willing to travel to pick up parts and material out of area.
4. Willing to work evening shift.

Minimum Qualifications

1. Have a valid driver's license with CDL Class "B".
2. Must have a minimum of three (3) years mechanic experience.

POSITION DESCRIPTION

Title: Solid Waste Driver III / Driver Trainer

Department: Solid Waste

Job Analysis: October 2019

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

Relationships

Reports to: Collections Supervisor

Subordinate Staff: Solid Waste Technicians, Solid Waste Driver I

Other Internal Contacts: Solid Waste Department Staff

External Contacts: General Public

Status: Classified/Non-Exempt (J)

Job Summary

Solid Waste Driver III/Trainer is responsible for picking up, transporting and safe disposal of garbage and waste materials in a timely, scheduled manner. Driver is responsible for the supervision of Solid Waste Technicians, who ride on the back of garbage trucks but will ride on the back of garbage trucks when necessary. Conducts operational and safety training with Drivers and Technicians. Makes operational and safety observations and conducts inspections as necessary.

Job Domains

A. Solid Waste Driver II / Driver Trainer (Minimum of three (3) years' experience in Driver capacity)

1. Provides for pick up and safe disposal of refuse and waste materials.
2. Assures that route is completed in a timely, scheduled manner within a 40-hour workweek.
3. Assists with other routes as needed.
4. Operates a communications device in truck to receive instructions from dispatcher.
5. Follows scheduled routes or makes authorized changes to pick up schedule as needed.
6. Transports load to disposal area and assists in dumping truck when route is complete.

7. Will ride on the back of the garbage trucks and dump garbage carts when required to complete routes.
8. Conducts operational and safety training with Drivers and Technicians individually or in small groups.
9. Conducts operational and safety inspections within Solid Waste Collections.

B. Supervision

1. Accepts responsibility for truck and cargo at all times.
2. Prepares appropriate reports as required.
3. Supervises Solid Waste Technicians and Laborers who ride on the garbage trucks.
4. Maintains VCR (Vehicle Condition Report) in a responsible manner.
5. Maintains fuel consumption, mileage and maintenance records in a responsible manner.
6. Provides timely response to route audit requests.

Knowledge, Skills, and Abilities

1. Must be proficient in the operation of specialized trucks such as roll off, knuckle boom, and automated self-loader.
2. Must possess skills to communicate via a two-way radio.
3. Verbal skills to effectively communicate with public in a courteous manner.
4. General knowledge of area helpful to aid in locating pickup routes.
5. Writing skills to clearly and neatly complete reports as needed.

Physical Characteristics

1. See well enough to read and write.
2. Hear well enough to respond to verbal communications.
3. Speak well enough to answer questions in a polite, courteous manner.
4. Body movement of mobility to bend, move, stand, and lift.
5. Physical demands described are representative of those that must be met to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
6. Must have the ability to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Minimum Qualifications

1. Must possess a valid, Commercial Driver's license, Class "B" minimum and be insurable by County insurance standards.
2. Minimum of three (3) years' experience in Driver capacity.
3. Proficient in the operation of specialized trucks such as roll off, knuckle boom, and automated self-loader.

POSITION DESCRIPTION

Title: Senior Billing Account Specialist – Compliance/Debt Collection

Department: Solid Waste

Job Analysis: October 2019

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

Relationships

Reports to: Senior Accountant

Subordinate Staff: None

Internal Contacts: BCSW Staff, CIS Department

External Contacts: Commercial and Residential Customers, Municipalities, Health Department

Status: Classified/Non-Exempt (I)

Job Summary

The Senior Billing Account Specialist – Compliance/Debt Collection is primarily responsible for processing high volume of residential and/or commercial account payments received in house via mail, payment drop-box or walk-in customers. Daily processing will include retrieving and opening all payment envelopes, separating and working any accompanying correspondence, sorting checks and reviewing remittance slips for proper coding and accuracy, creating payment batches for system upload from scanning software application and/or manual spreadsheet entry. Also responsible for processing all checks using remote check scanner and submitting corresponding deposits through online banking. Must reconcile deposit details to subledger and bank daily; document and resolve any discrepancies in a timely manner. Record daily payment processing activity to excel spreadsheet for monthly revenue reconciliation purposes. Ensure all images and captured documents are legible and electronically filed for archive and research purposes. Assist with any and all aspects of customer service including resolving customer complaints and performing research to resolve account balance disputes to achieve debt collection goals and ensure compliance while maintaining excellent customer care standards. Make decisions regarding necessary account adjustments and prepare documents to post debit and credit balance adjustments to residential customer accounts. Plays key role in the exemption application processes. This position also works closely with and acts as backup to other Senior Billing Account Specialist accounting positions to ensure administrative, billing and accounting priorities and deadlines are met. Performs other related work as assigned or required.

Essential Job Functions

1. Daily processing of residential and/or commercial payments with a high volume of checks.
2. Prepare, review, batch, and post credit and/or debit balance adjustments to customer accounts.
3. WebPortal account administration support.
4. Assist with autopay reporting as well as customer communication and notification of expirations.
5. Assist end users with general software/hardware issues and questions.
6. Must be flexible and able to prioritize work to accomplish deadlines while maintaining high quality results.
7. Prepare various reports, spreadsheets, and/or projects as assigned.
8. Assist with any and all aspects of customer service as needed.
9. Assist with all aspects of Exemption application processing, including but not limited to, assisting walk-in customers with application submissions, mail-out process, and any follow-up necessary to complete applications and update accounts accordingly.
10. Act as backup to other Senior Billing Account Specialist accounting positions as needed.

BILLING:

1. Maintain billing and collection documentation in an auditable state.
2. Prepare all documentation necessary to request, debits, credits, and balance adjustments to customer accounts.
3. Review, batch and post submitted credit and debit account adjustments to subledger.
4. Perform research, as needed, to insure accurate records of property, probate and e-911 addressing.

COLLECTIONS:

1. Open, extract, sort, review and batch checks and remittance slips received in house.
2. Post payments received to the proper account and maintain accurate files to the satisfaction of state audit requirements.
3. Prepare the necessary documents/deposits for an accurate paper trail of daily transactions posted.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively with office staff, general public, and elected officials.
2. Skills to prepare reports and complete forms.
3. Skills to understand written instructions, manuals, and correspondence.
4. Ability to assign tasks.
5. Ability to operate office machinery such as calculator, computer, copy/fax machine, typewriter, and mail opener/sorter.
6. Ability to operate automated capture equipment and related software.
7. Knowledge of basic accounting and general office procedures.
8. Knowledge of EnCore Residential computer software.

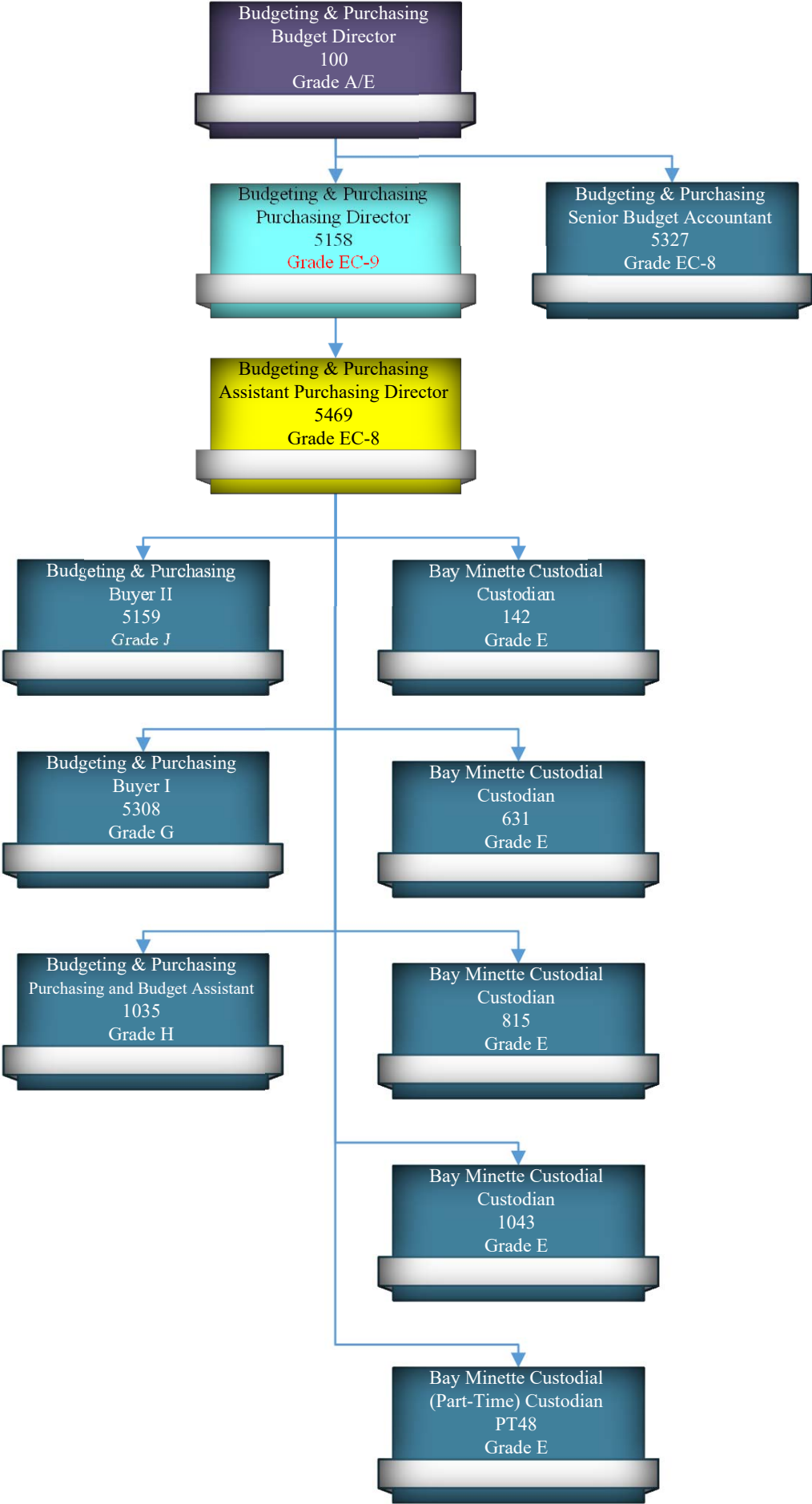
9. Knowledge of the AS400 System (Revenue) and 911 Addressing database.
10. Knowledge of Word, Excel, and Power Point.

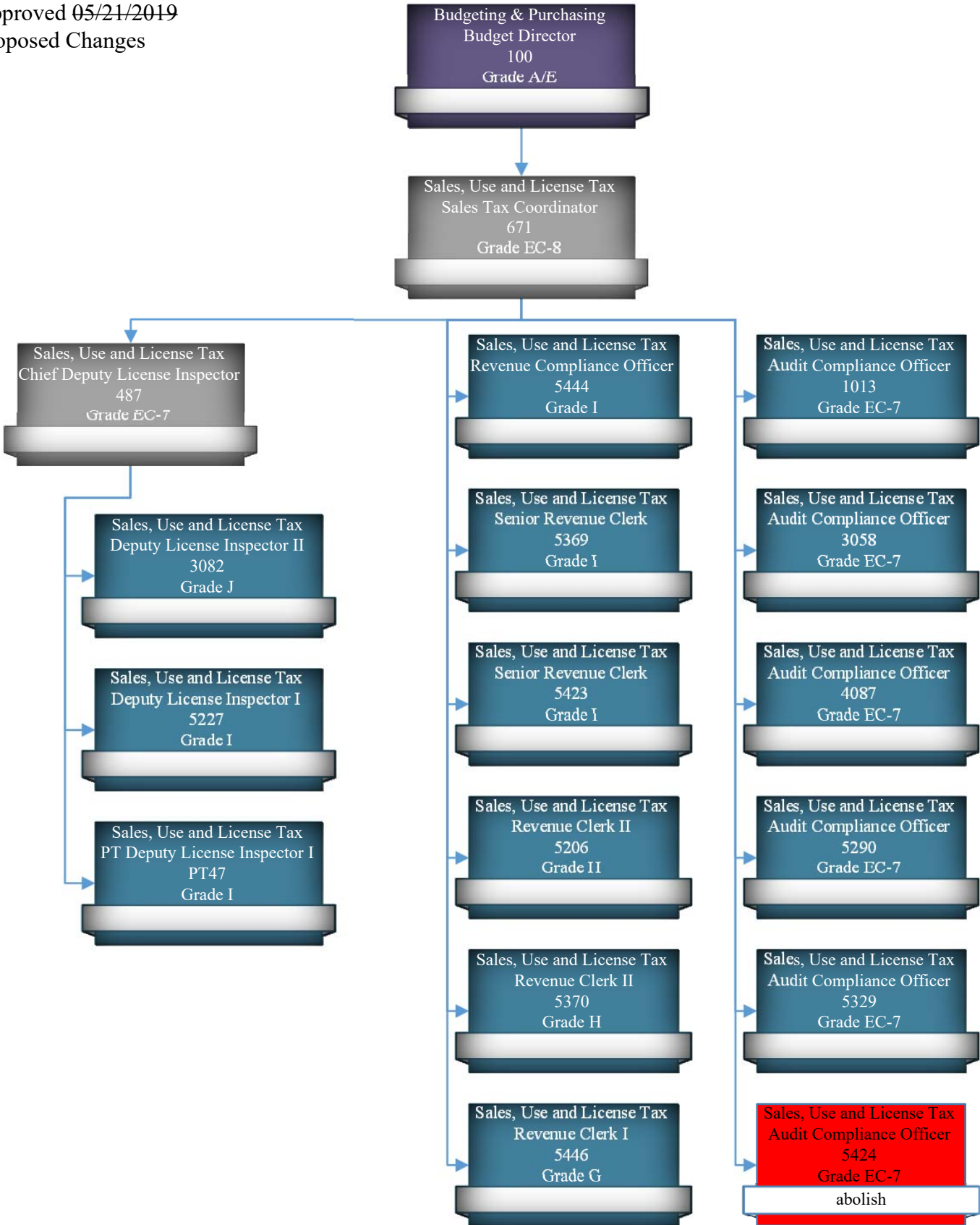
Other Characteristics

1. Willing to travel and attend workshops and seminars.
2. Willing to work nonstandard hours to meet deadlines.
3. Ability to work under stress of recurring deadlines.

Minimum Qualifications

1. Valid driver's license and be insurable by the County's insurance standards.
2. Associates degree or equivalent.
3. Two (2) years' experience in accounting/bookkeeping.
4. Any equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the work.
5. Solid Waste Accounts Receivable experience desired.
6. Experience with computerized accounting systems desired.
7. Experience in service oriented field with heavy customer service experience preferred.
8. Bondable by County insurance.
9. Banking experience desirable.





POSITION DESCRIPTION

Title: Assistant Purchasing Director

Department: Budgeting and Purchasing

Job Analysis: September 2019

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

Relationships

Reports To: Purchasing Director, Budget Director

Subordinates: Buyer I, Buyer II, Purchasing and Budget Assistant, Custodians (Bay Minette), in absence of the Purchasing Director.

Internal Contacts: All County Departments

External Contacts: Vendors, Suppliers, Contractors, Architects, Engineers, Other Government Agencies

Status: Classified/Exempt (EC-8)

Job Summary

The Assistant Purchasing Director assists in the day-to-day operations of the Purchasing Department. This position will: assist in the purchasing and grant procurement duties, assist in the planning, prioritizing and scheduling of special Commission assigned projects and grants and report to the Purchasing Director, coordinate with County staff and contractors to make sure that special projects are completed in a timely matter and report to Purchasing Director, assist departments in preparing specifications and maintaining the required documentation by law and County rules and regulations and report to the Purchasing Director, supervises all documentation of all purchases of non-bid items, including helping departments develop specifications and obtaining quotes, and oversees in the receiving of ordered items and ensuring that their receipt is promptly posted to the accounting system so that vendors can be paid through accounts payable in a timely manner and reports to the Purchasing Director.

Job Domain

1. Assists the Purchasing Director in keeping the Commission and Budget Director informed and updated of day-to-day status of the special projects directly under the authority of the Commission.
2. Assists in coordinating meetings schedules/activities associated with the special projects, assumes project responsibility as assigned.
3. Assists in planning, prioritizing and scheduling of special projects.

4. Assists in the preparation and processing of bid specifications and contract documents.
5. Assists in coordinating schedules for Pre-Bid and Pre-Construction Conferences. Processes Project Bid documents.
6. Participates in collecting and sorting of files and maintains working project files and records.
7. Assists in the preparation of contract change order(s) and supplemental agreement(s).
8. Assists in receiving and processes progress payments for special projects.
9. Assists in the close-out of project documents.
10. Assists the Purchasing Director in the preparation of specifications for routine bid items.
11. Other duties as assigned/required to assist Purchasing Director.
12. Assist the Purchasing Director in any special project that is assigned by the Commission.
13. Assist in resolving vendor or contractor grievances and claims against suppliers.
14. Assist Purchasing Director in representing companies in negotiating contracts and formulating policies with suppliers.
15. Assist in reviewing, evaluation, and approving specifications for issuing and awarding bids.
16. Assist County staff that is engaged in buying, and distributing materials, equipment, machinery, and supplies.
17. Assist the Purchasing Director with on-line purchasing systems.
18. Assist in develop and implement purchasing and contract management instructions, policies, and procedures.
19. Work with State of Alabama Public Examiners to make sure that purchases are in compliance with Competitive Bid Law and grants are in compliance with State and Federal Statutes.

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. Skill in the operation of various computer programs.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures as recommended by State/County/Federal rules.
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. Associate's degree in Business Administration, Purchasing or related fields; management experience or equivalent combination of experience and training that provides the knowledge, skills, and abilities necessary to perform the work.
2. Minimum of two (2) years in Alabama Bid Law, desirable.

POSITION DESCRIPTION

Title: Purchasing Director

Department: Budgeting and Purchasing

Job Analysis: 09/2013, 11/2015, 02/2017, 06/2017, 06/2018, 05/2019, 10/19

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

Relationships

Reports To: Budget Director

Subordinates: Buyer I, Buyer II, Asst. Purchasing Director, Purchasing and Budget Assistant, Custodians (Bay Minette)

Internal Contacts: All County Departments

External Contacts: Vendors, Suppliers, Contractors, Architects, Engineers, Other Government Agencies

Status: Classified/Exempt (EC-9)

Job Summary

Responsible for all of the purchasing and grants duties. Responsible for planning, prioritizing and scheduling of special Commission assigned projects and grants. Coordinate with County staff and contractors to make sure a special project and grant is completed in a timely matter. Responsible for the day-to-day direction of project support teams, and assist with performance of those employees involved with project support. Supervises the entire staff including preparing specifications and maintaining the required documentation by law and County rules and regulations. Supervises all documentation of all purchases of non-bid items, including helping departments develop specifications and obtaining quotes. Oversees in the receiving of ordered items and ensuring that their receipt is promptly posted to the accounting system so that vendors can be paid through accounts payable in a timely manner.

Job Domain

1. Keeps the Commission and Budget Director informed and updated of day-to-day status of the special projects directly under the authority of the Commission.
2. Coordinates meeting schedules/activities associated with the special projects, assumes project responsibility as assigned.
3. Assists in planning, prioritizing and scheduling of special projects.
4. Staff contact person for special projects under the authority of the Commission.
5. Assists in the preparation and processing of bid specifications and contract documents.

6. Coordinates and schedules Pre-Bid and Pre-Construction Conferences. Processes Project Bid documents.
7. Collects, sorts, files and maintains working project files and records. Assists in the preparation of contract change order(s) and supplemental agreement(s).
8. Receives and processes progress payments for special projects.
9. Assists in the close-out of project documents.
10. Supervises the preparation of specifications for routine bid items.
11. Other duties as assigned/required to assist Budget Director.
12. Any special project that is assigned by the Commission.
13. Resolve vendor or contractor grievances and claims against suppliers.
14. Represent companies in negotiating contracts and formulating policies with suppliers.
15. Review, evaluate, and approve specifications for issuing and awarding bids.
16. Direct and coordinate activities of personnel engaged in buying, and distributing materials, equipment, machinery, and supplies.
17. Administer on-line purchasing systems.
18. Develop and implement purchasing and contract management instructions, policies, and procedures.
19. Work with State of Alabama Public Examiners to make sure that purchases are in compliance with Competitive Bid Law and grants are in compliance with State and Federal Statutes.
20. Supervises the Budgeting and Purchasing and Bay Minette Custodial personnel.

Knowledge, Skills and Abilities

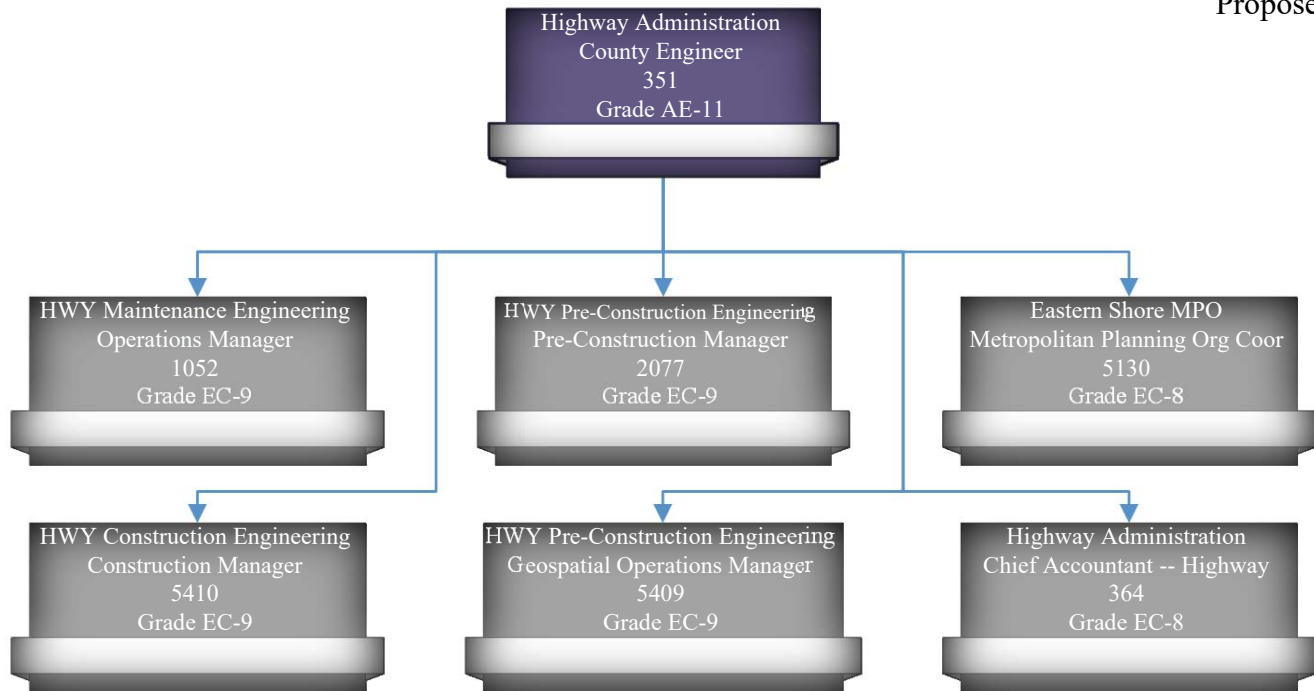
1. Skills to communicate effectively with the office staff, general public, and elected officials.
2. Skills to perform accounting and bookkeeping operations, conduct audits, and prepare budgets.
3. Skills to prepare reports, complete forms, compose letters, and accurately post journals and ledgers.
4. Skills to understand written instructions, manuals and correspondence.
5. Ability to assign tasks and supervise employees.
6. Skill in the operation of various computer programs.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures as recommended by State/County/Federal rules.
8. Knowledge of general office procedures.

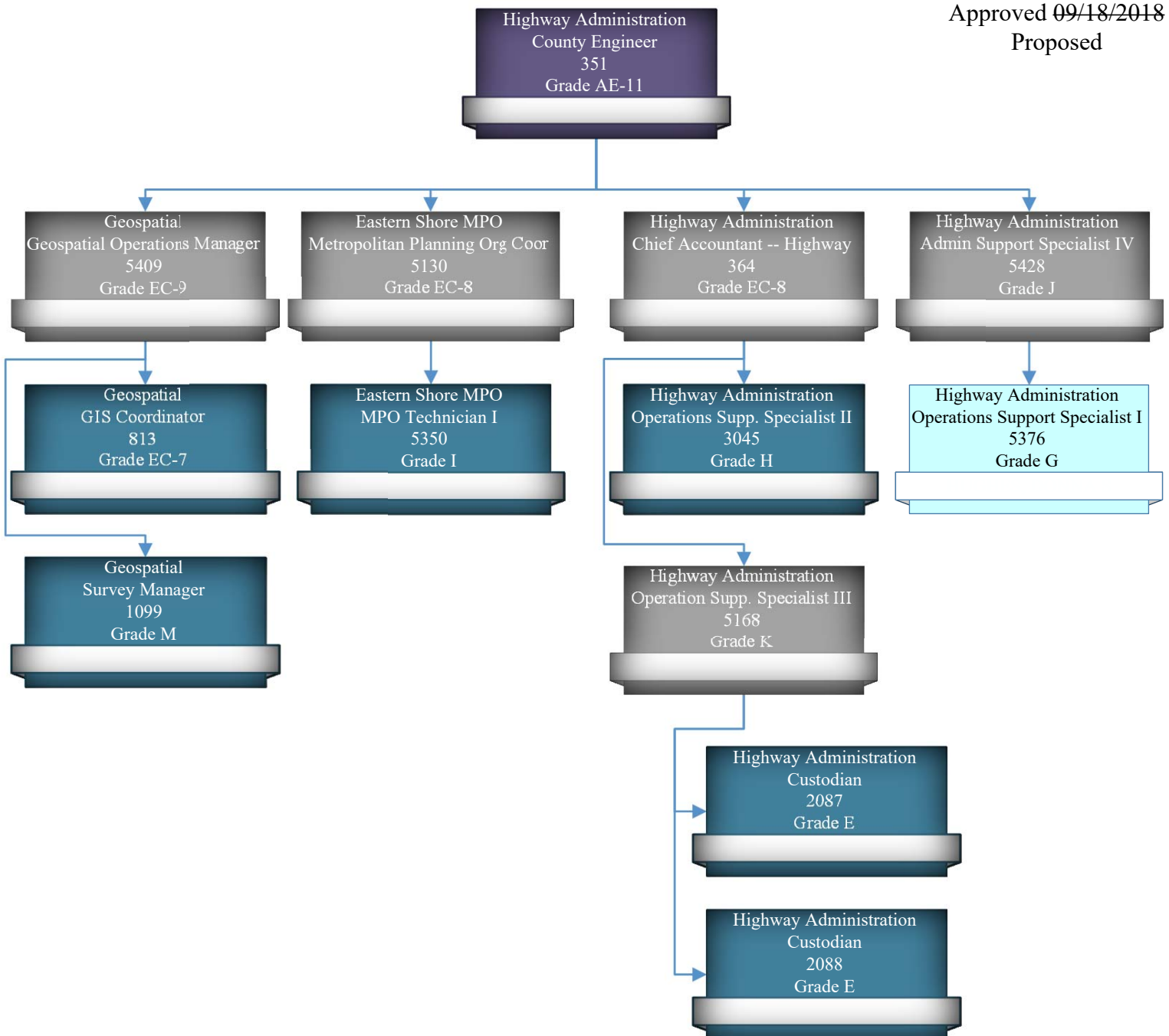
Other Characteristics

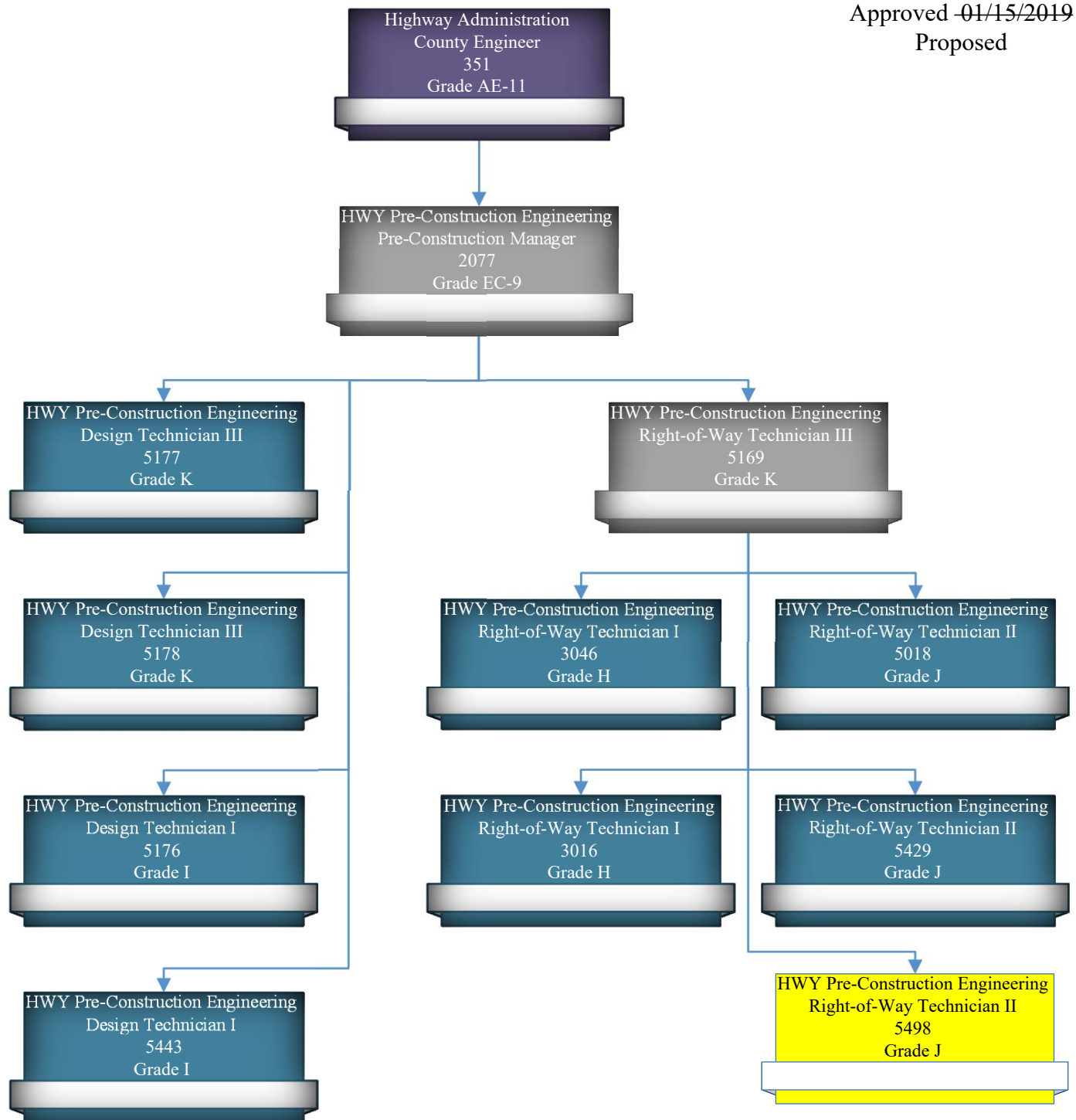
1. Willing to travel to attend workshops and seminars.
2. Willing to work non-standard hours to meet deadlines.

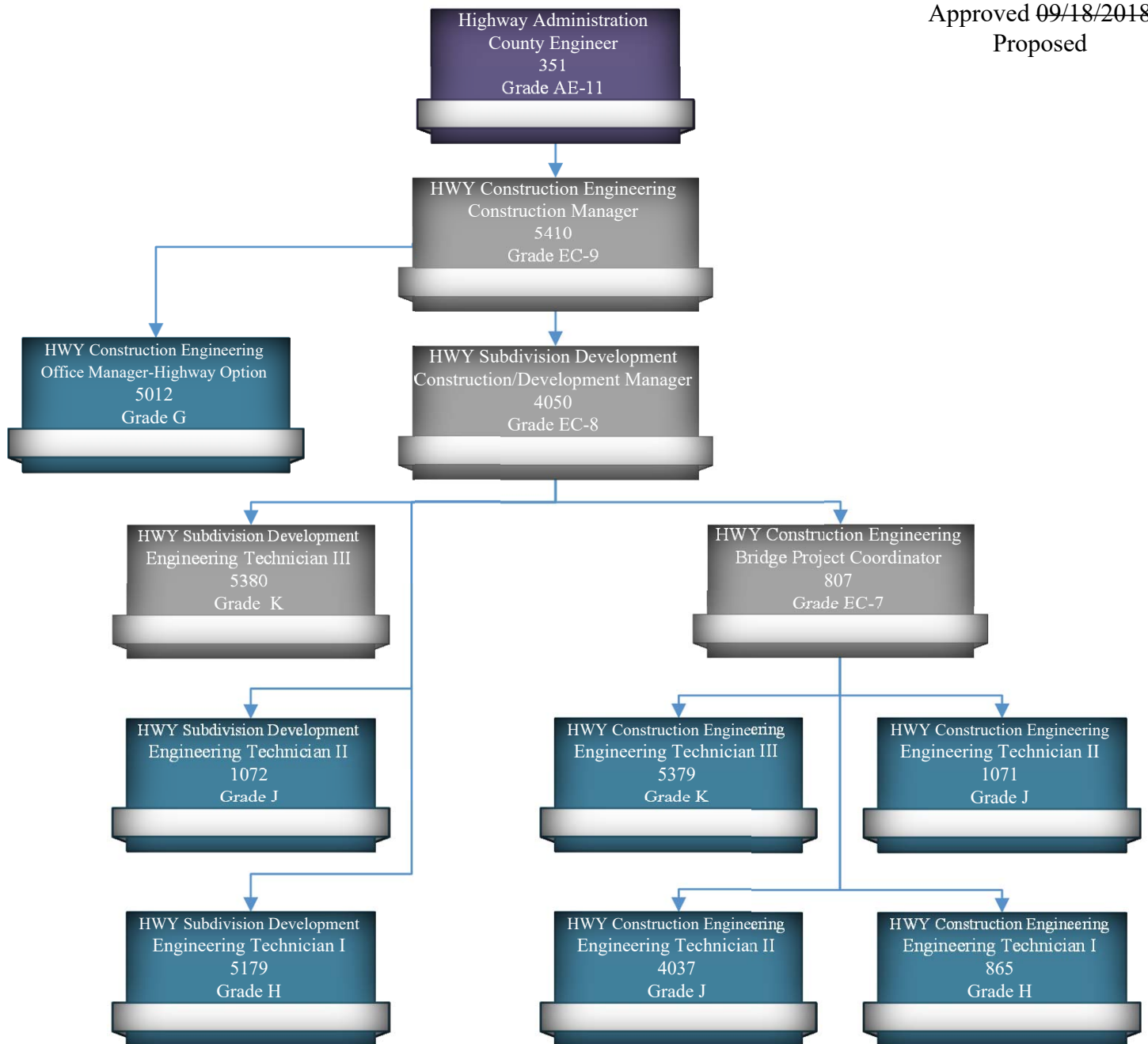
Minimum Requirements

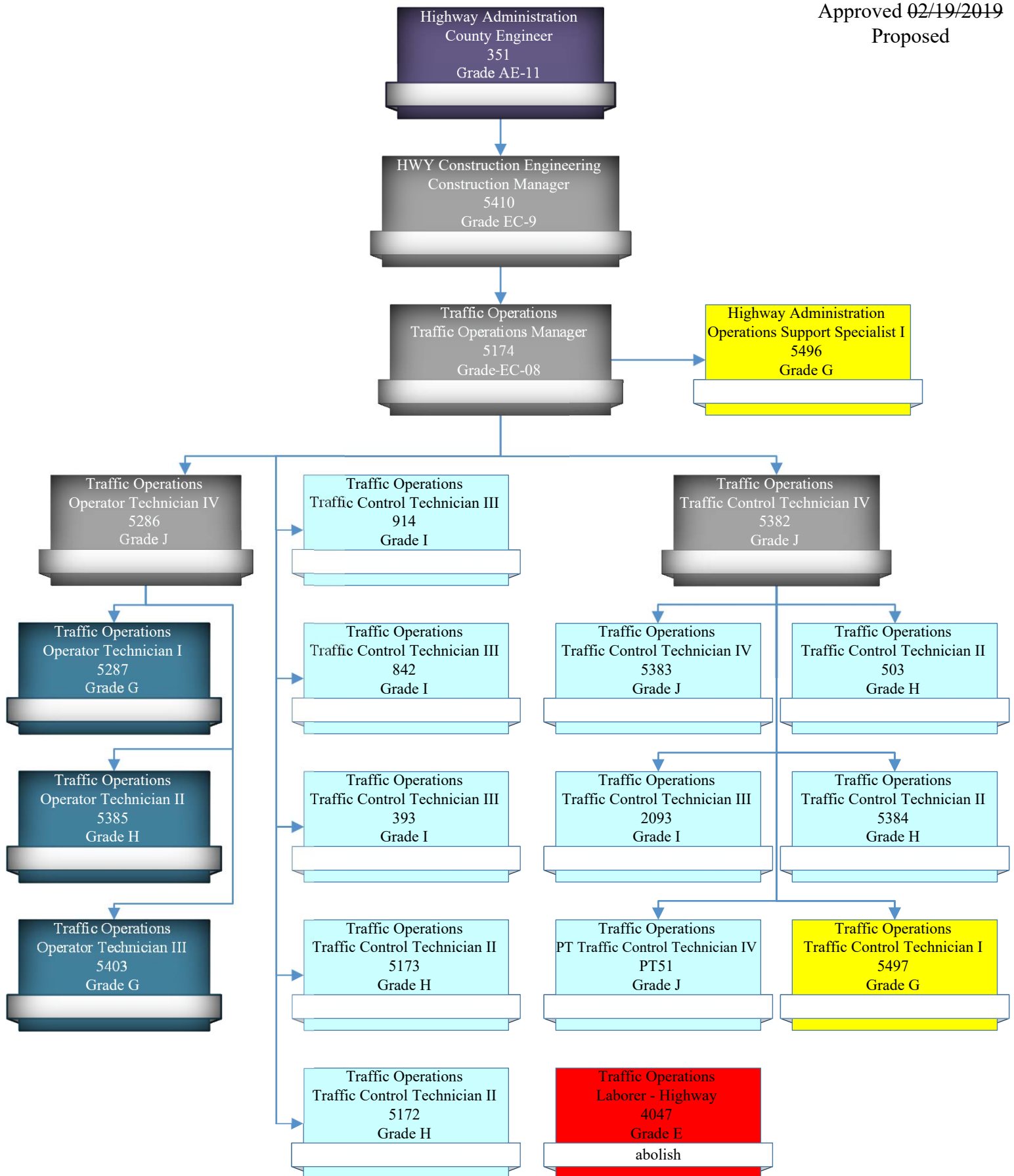
1. Associate's degree in Business Administration, Purchasing or related fields; management experience or equivalent combination of experience and training that provides the knowledge, skills, and abilities necessary to perform the work.
2. Minimum of two (2) years in Alabama Bid Law, desirable.

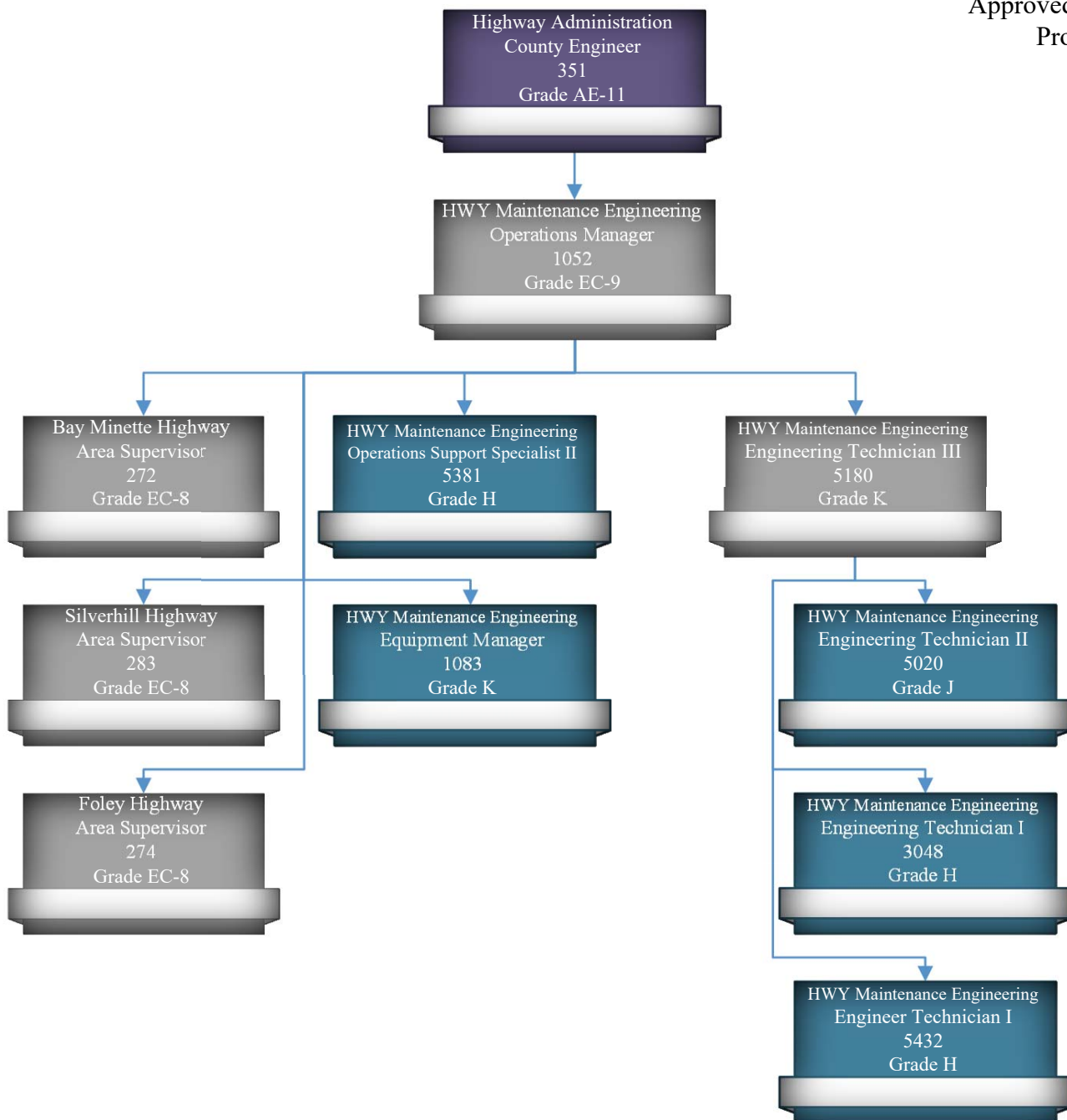


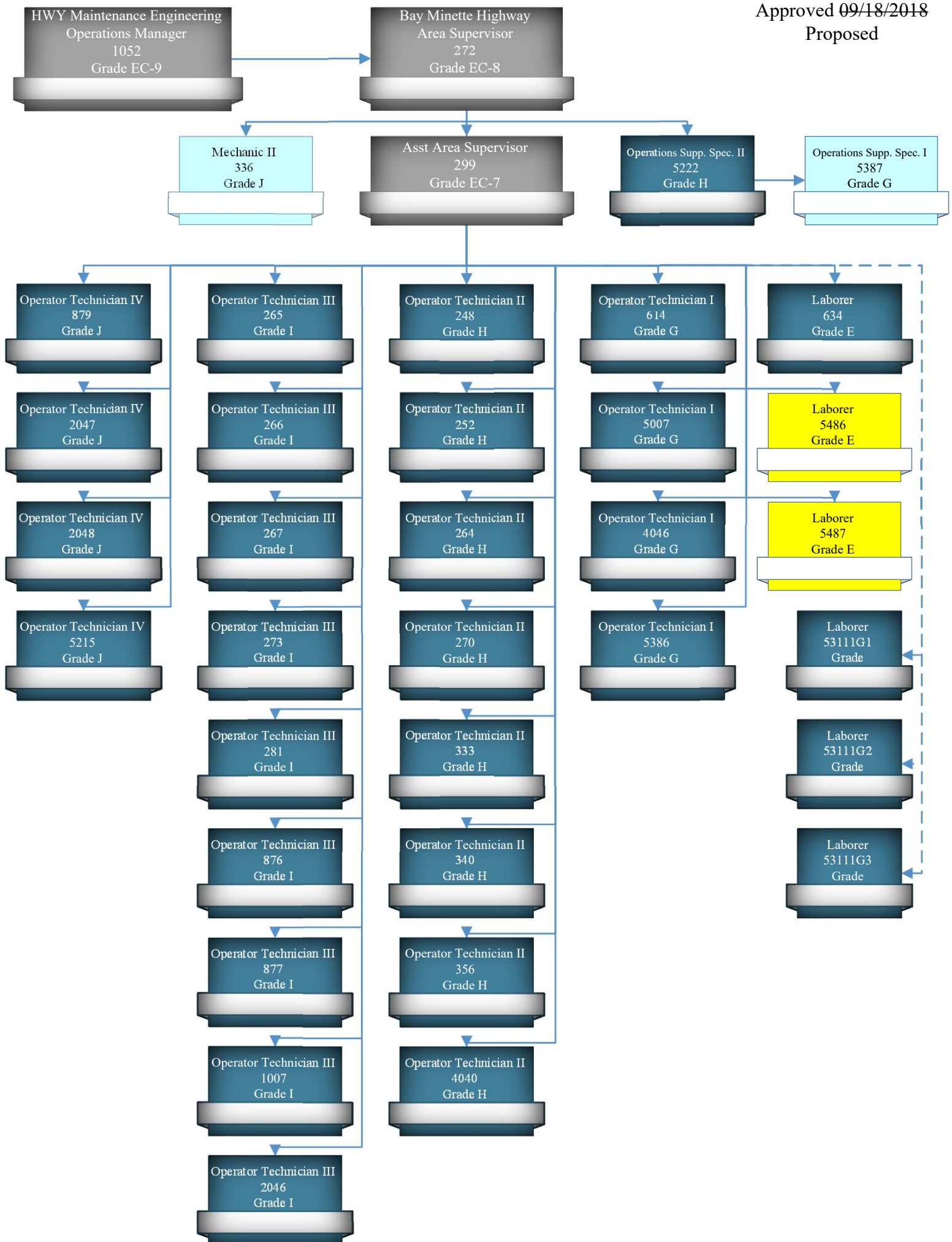


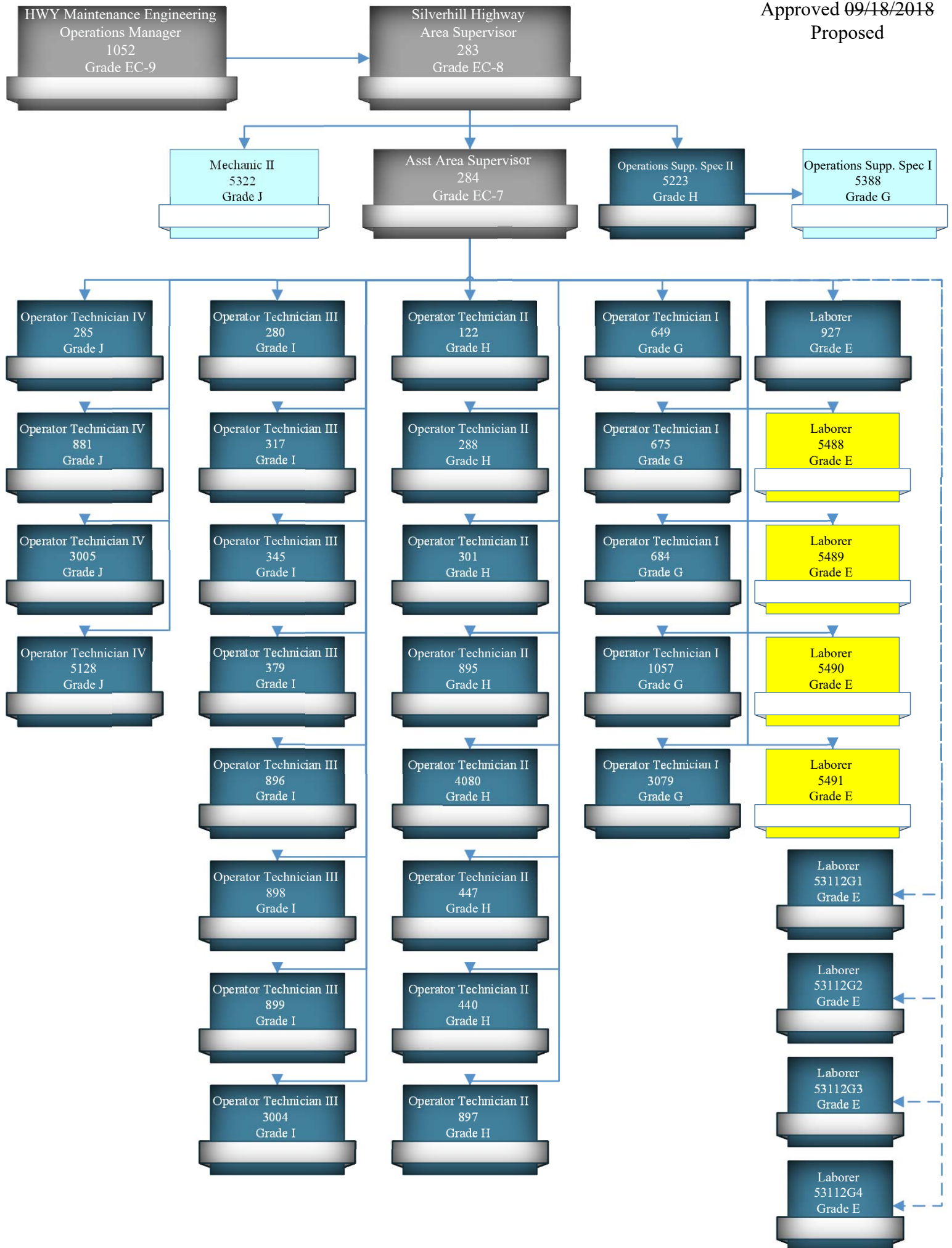


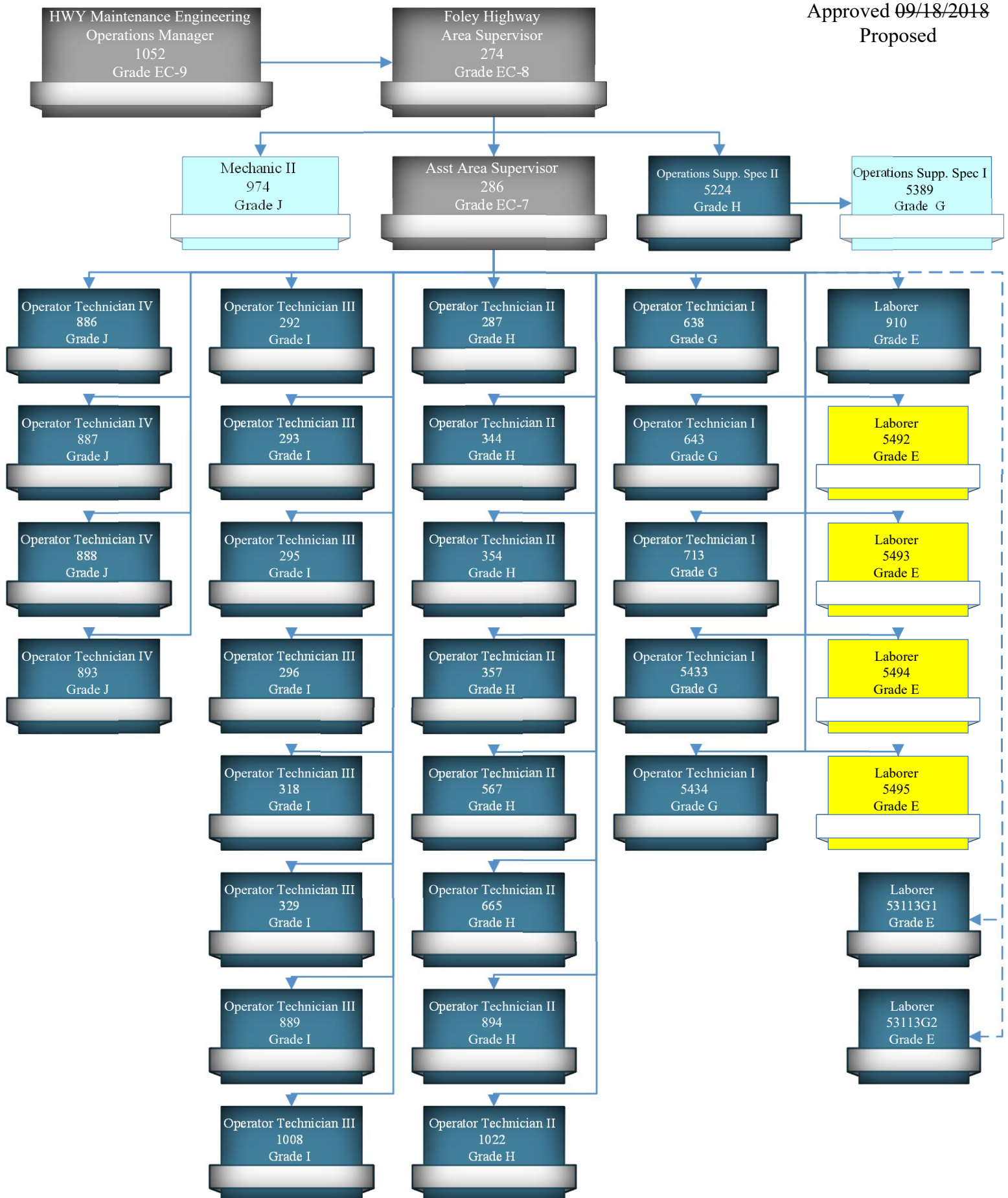












POSITION DESCRIPTION

Title: Master Mechanic

Department: Highway Department – Maintenance Section

Job Analysis: January 2013, October 2019

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

Relationships

Reports to: Assistant Area Maintenance Supervisor, Area Maintenance Supervisor, Operations Manager, County Engineer

Subordinate staff: Shop help assigned by Supervisor

Internal contacts: Area Barn Personnel, Other Area Supervisors/Personnel

External contacts: Equipment and Parts Suppliers, Auction Companies & General Public

Status: Classified/Non-Exempt (L)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment using standard practices and equipment of the automotive trade. Assist County mechanics with major mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment as needed. Operates some heavy equipment. Must be able to train other County mechanics and lend support when called upon. Coordinates with auction companies when selling Highway Department vehicles/equipment.

Job Domains

A. Automotive Repair and Maintenance

1. Analyze, diagnose and tune engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, replacement of coil, condenser and breaker points.
2. Remove and disassemble major units such as engine, transmission, and differential; inspect parts for wear, and reassembles.
3. Repair and replace parts such as pistons, rods, gears, and bearings.

4. Overhaul and replace carburetors, generators, radiators, alternators, starters, distributors and pumps.
5. Rewire ignition system, light and instrument panel.
6. Realign and adjust brakes, repair or replace shock absorbers.
7. Replace and adjust headlights, and install or repair accessories such as radios, heaters, mirrors, and windshield wipers.
8. Perform additional repairs as needed.

B. Heavy Equipment Repair and Maintenance

1. Analyze malfunctions, and repair, rebuild and maintain heavy construction equipment such as motor graders, backhoes, bulldozers, asphalt spreaders etc.
2. Replace defective engines and subassemblies.
3. Replace or repair major components, attachments or implements such as blades, tracks, compressors, etc.

C. Miscellaneous

1. Weld to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fill holes and build up metal parts.
2. Replace batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repair or replace tires.
4. Perform related mechanic duties as required.
5. Perform various duties including operation of equipment and some manual labor as needed.
6. Test repaired equipment to ensure operating efficiency.
7. Supervise other personnel performing equipment maintenance.
8. Make recommendations to supervisor concerning specification requirements for bidding and purchasing of new equipment.
9. Ensure vehicle / equipment fleet is kept in safe operational working order.
10. Ensure all vehicles/equipment in receive routine maintenance on schedule.
11. Ensure accurate records are maintained for repairs/maintenance performed on all vehicles/equipment.

Knowledge, Skills and Abilities

1. Verbal skills to communicate information to supervisors, co-workers, and vendors.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.

10. Knowledge of safety rules, including accident causes and prevention.
11. Knowledge of first aid procedures.
12. Ability to work independently without close supervision
13. Knowledge of county policies, procedures and rules.
14. Knowledge of/and has ability to work on Tier 4 engine component.
15. See well enough to read regular print and numbers without error or transposition and inspect small parts.
16. Hear well enough to talk on telephone, to determine mechanical problems.
17. Speak clearly enough to communicate information to helper.
18. Use of hands and fingers to write, to use tools.
19. Strength to lift 50 pounds unassisted.
20. Physical dexterity sufficient to operate levers, gears, etc.
21. Ability to climb on top of or crawl under various types of equipment.

Other Characteristics

1. Willing to work overtime and weekends as necessary.
2. Willing to travel to pick up parts and material out of area.
3. Required to wear uniforms as directed by County Engineer.

Minimum Requirements

1. Possess a valid commercial driver's license. (CDL – Class A)
2. Experience in automotive and heavy equipment repairs and maintenance.

POSITION DESCRIPTION

Title: Mechanic II – (Maintenance Area Barn Option)

Department: Highway Department – Maintenance Section

Job Analysis: January 2013, October 2019

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

Relationships

Reports To: Area Maintenance Supervisor, Assistant Area Maintenance Supervisor, Operations Manager, County Engineer

Subordinate Staff: Shop help assigned by Supervisor

Internal Contacts: Members of work group, Engineering, County Purchasing Officer

External Contacts: Equipment Suppliers, Parts Suppliers

Status: Classified/Non-Exempt (J)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment.

Job Domains

A. Automotive Repair and Maintenance

1. Analyze, diagnose and tune engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, replacement of coil, condenser and breaker points.
2. Remove and disassemble major units such as engine, transmission, differential; inspect parts for wear, and reassembles.
3. Repair and replace parts such as pistons, rods, gears, and bearings.
4. Overhaul and replace carburetors, generators, radiators, alternators, starters, distributors and pumps.
5. Rewire ignition system, lights and instrument panel.
6. Realign and adjust brakes, repairs or replaces shock absorbers.

7. Replace and adjust headlights, and install or repairs accessories such as radios, heaters, mirrors, and windshield wipers.
8. Perform additional repairs as needed.

B. Heavy Equipment Repair and Maintenance

1. Analyze malfunctions, and repair, rebuild and maintain heavy construction equipment such as motor graders, backhoes, bulldozers, asphalt spreaders etc.
2. Replace defective engines and subassemblies.
3. Replace or repair major components, attachments or implements such as blades, tracks, compressors, etc.

C. Miscellaneous

1. Weld to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fill holes and builds up metal parts.
2. Replace batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repair or replace tires.
4. Perform related mechanic duties as required.
5. Perform various duties including operation of equipment and some manual labor as needed.
6. Test repaired equipment to ensure operating efficiency.
7. Supervise other personnel performing equipment maintenance.
8. Make recommendations to supervisor concerning specification requirements for bidding and purchasing of new equipment.
9. Ensure vehicle / equipment fleet is kept in safe operational working order.
10. Ensure all vehicles/equipment in fleet receive routine maintenance on schedule.
11. Ensure accurate records are maintained for repairs/maintenance performed on all vehicles/equipment.

Knowledge, Skills and Abilities

1. Verbal skills to communicate information to supervisors, co-workers, and vendors.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills and ability in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.
10. Knowledge of safety rules, including accident causes and prevention.
11. Knowledge of first aid procedures.
12. Ability to work independently without close supervision

13. Knowledge of county policies, procedures and rules.
14. Knowledge of/and has ability to work on Tier 4 engine component.
15. See well enough to read regular print and numbers without error or transposition and inspect small parts.
16. Hear well enough to talk on telephone, to determine mechanical problems.
17. Speak clearly enough to communicate information to helper.
18. Use of hands and fingers to write, to use tools.
19. Strength to lift 50 pounds unassisted.
20. Physical dexterity sufficient to operate levers, gears, etc.
21. Body movement to climb on top of or crawl under various types of equipment.

Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to travel to pick up parts and material out of area.
3. Required to wear uniforms as directed by County Engineer.

Minimum Qualifications

1. Possess a valid commercial driver's license. (CDL – Class A)
2. Experience in automotive and heavy equipment repairs and maintenance.

POSITION DESCRIPTION

Title: Operations Support Specialist I (~~Construction Administration~~
Option)
Department: Highway Department – ~~Construction Engineering Administration~~
Job Analysis: June 2011, Sept 2017, **October 2019**

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

Relationships

Reports To: ~~Operations Manager~~Administrative Support Specialist IV, County Engineer (~~Dotted Line to Highway Administrator~~)
Subordinate Staff: None
Internal Contacts: Co-workers
External Contacts: General Public
Status: Classified/Non-Exempt (**G**)

Job Summary

Provides clerical assistance, data entry and answers phone calls from the general public. Provides support by preparing various reports, records, ordering office supplies, and other miscellaneous administrative tasks.

Job Domains

1. Greet visitors to the office; refer them to whom they need to see and make them comfortable if they must wait.
2. Answer incoming calls and transfer them to the proper office.
3. Take written telephone messages when people are out of the office if voice mail is not available or desired by caller.
4. Provide whatever information is available to general inquiries.
5. Type letters and other memoranda as necessary.
6. Maintain and order office supplies.
7. Enter daily activity sheets for Highway Personnel, as needed. ~~Design, Right-of-Way and Parks Departments.~~
8. Tracking invoices and payment in CIMS.
9. Assist tracking reimbursements to ensure the County receives proper funding.

Knowledge, Skills, and Abilities

1. Knowledge of basic high school mathematics.
2. A good working knowledge of general office practices and procedures.
3. Familiar with computers and various software programs.
4. Skills to communicate effectively with office staff, supervisors, and general public.
5. Skills to read and understand printed reports.
6. Knowledge of filing procedures.
7. Knowledge of office machinery operations.
8. Ability to establish and maintain effective working relationships with supervisors, co-workers, and the general public.

Physical Characteristics

1. See well enough to read, etc.
2. Hear well enough to talk on telephone.
3. Speak well enough to discuss projects, etc. with supervisors, co-workers, the general public, and Engineers.

Other Characteristics

1. Willing to work overtime when necessary.
2. Ability to work under stress of recurring deadlines.

POSITION DESCRIPTION

Title: Operations Support Specialist I (Maintenance Barn Option)

Department: Highway Department – Maintenance Section

Job Analysis: June 2011, Sept 2017, Oct 2019

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

Relationships

Reports To: Operations Support Specialist II, Assistant Area Maintenance Supervisor, Area Maintenance Supervisor, Operations Manager, County Engineer

Subordinate Staff: None

Internal Contacts: All Maintenance personnel and other County employees.

External Contacts: General Public

Status: Classified/ Non-Exempt (G)

Job Summary

Provides clerical assistance, data entry and answers phone calls. Assists in maintaining organized office records and documents with both computerized and hard filing systems. Assists with providing prompt response and proper management of department emails. Assists with department purchasing/payments. Treats the public in a courteous, prompt and professional manner. Serves to manage the administrative functions of the Maintenance Facility office during the absence of the Operations Support Specialist II.

Job Domains

A. Reception and Referral

1. Greet visitors to the office; refer them to whom they need to see, and make them comfortable if they must wait.
2. Answer incoming calls in a professional manner and transfer them to the proper office.
3. Take written telephone messages when people are out of the office.
4. Provide whatever information is available to general inquiries.
5. Have ability to process driveway permits.
6. Refer work orders promptly to the appropriate personnel.

B. Typing and Stenographic

1. Type letters, bids, contracts, and other memoranda as necessary.
2. Ensure work orders are promptly entered into data base.
3. Ensure that all activity sheets and project data are promptly entered into data base.
4. Ensure that purchase orders and invoices are filled out, coded and processed correctly.

C. Records Management

1. File all pertinent correspondence to the County Engineer's office on a daily basis.
2. File all internal memoranda such as personnel reviews, petitions, policies, etc.
3. Retrieve materials from files upon request.
4. Maintain hard filing system and computerized filing system in an organized manner.
5. Have the ability to manage, run reports and retrieve data from CIMS (Computer Information Management System) using Crystal Reports and other software programs.
6. Ensure that work crews are provided proper project numbers and activity codes for the work they are performing.
7. Ensure that equipment maintenance records are properly recorded and filed.

Knowledge, Skills, and Abilities

1. Knowledge of basic high school mathematics.
2. A good working knowledge of general office practices and procedures.
3. Familiar with computers and various software programs.
4. Skills to communicate effectively with office staff, supervisors, and general public.
5. Skills to read and understand printed reports.
6. Knowledge of filing procedures.
7. Knowledge of office machinery operations.
8. Ability to establish and maintain effective working relationships with supervisors, co-workers, and the general public.
9. Skills to post journals neatly and legibly.
10. Ability to operate work processing equipment and data entry.

Other Characteristics

1. Willing to work overtime when necessary.
2. Ability to work under stress of recurring deadlines.

Minimum Qualifications

1. Have a valid driver's license and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Operations Support Specialist I (~~Maintenance Barn~~Traffic Operations Option)

Department: Highway Department – ~~Maintenance Section~~Traffic Operations

Job Analysis: June 2011, Sept 2017, **Oct 2019**

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

Relationships

Reports To: ~~Operations Support Specialist II, Assistant Area Maintenance Supervisor, Area Maintenance Supervisor~~Traffic Operations Manager, Operations Construction Manager, County Engineer

Subordinate Staff: None

Internal Contacts: All ~~Maintenance~~Traffic Operations personnel and other County employees.

External Contacts: General Public

Status: Classified/ Non-Exempt **(G)**

Job Summary

Provides clerical assistance, data entry and answers phone calls. Assists in maintaining organized office records and documents with both computerized and hard filing systems. Assists with providing prompt response and proper management of department emails. Assists with department purchasing/payments. Treats the public in a courteous, prompt and professional manner.

Job Domains

A. Reception and Referral

1. Greet visitors to the office; refer them to whom they need to see, and make them comfortable if they must wait.
2. Answer incoming calls in a professional manner and transfer them to the proper office.
3. Take written telephone messages when people are out of the office.
4. Provide whatever information is available to general inquiries.
5. ~~Have ability to process driveway permits.~~

6. Refer work orders promptly to the appropriate personnel.

B. Typing and Stenographic

1. Type letters, bids, contracts, and other memoranda as necessary.
2. Ensure work orders are promptly entered into data base.
3. Ensure that all activity sheets and project data are promptly entered into data base.
4. Ensure that purchase orders and invoices are filled out, coded and processed correctly.

C. Records Management

1. File all pertinent correspondence to the County Engineer's office on a daily basis.
2. File all internal memoranda such as personnel reviews, petitions, policies, etc.
3. Retrieve materials from files upon request.
4. Maintain hard filing system and computerized filing system in an organized manner.
5. Have the ability to manage, run reports and retrieve data from CIMS (Computer Information Management System) using Crystal Reports and other software programs.
6. Ensure that work crews are provided proper project numbers and activity codes for the work they are performing.
7. Ensure that equipment maintenance records are properly recorded and filed.

Knowledge, Skills, and Abilities

1. Knowledge of basic high school mathematics.
2. A good working knowledge of general office practices and procedures.
3. Familiar with computers and various software programs.
4. Skills to communicate effectively with office staff, supervisors, and general public.
5. Skills to read and understand printed reports.
6. Knowledge of filing procedures.
7. Knowledge of office machinery operations.
8. Ability to establish and maintain effective working relationships with supervisors, co-workers, and the general public.
9. Skills to post journals neatly and legibly.
10. Ability to operate work processing equipment and data entry.

Other Characteristics

1. Willing to work overtime when necessary.
2. Ability to work under stress of recurring deadlines.

Minimum Qualifications

1. Have a valid driver's license and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Traffic Control Technician I (Stripe Crew Option)

Department: Highway Department – Traffic Operations

Job Analysis: October 2019

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

Relationships

Reports To: Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Members of work group

External Contacts: General Public

Status: Classified/Non-Exempt (G)

Job Summary

Responsible for carrying out the activities of the Traffic Control paint crew. Work involves physical placement of traffic striping, legends, and markings as required throughout the County per MUTCD standards. Work also involves assisting with routine maintenance of traffic signals and devices throughout the County, performing complex traffic control operations and assisting the sign, paving/mowing and signal crews as needed.

Job Domains

A. Operations

1. Operate small portable paint machine to stripe parking lots.
2. Operate epoxy gun to install pavement markers.
3. May operate other equipment such as the asphalt spreader, roller, tractor and front-end loader.
4. Willing to assist the paving/mowing, sign and signal crews as needed.
5. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Operation and Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, make adjustments to ensure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisor or co-workers.
2. Skills to follow verbal instructions.
3. Basic skills in the operation, maintenance and safe use of trucks and tractors.
4. Knowledge of traffic regulations.
5. Knowledge of safety rules, including accident causes and prevention.
6. Skills to complete routine forms and records.
7. Knowledge of County policies, procedures and rules.

Physical Characteristics

1. See well enough to operate machinery safely.
2. Hear well enough to follow directions from Supervisors.
3. Use of hands and fingers to perform manual work.
4. Physical dexterity sufficient to operate lever, gears, shovels, etc.
5. Body mobility to perform maintenance and operate various types of equipment and perform basic manual labor.
6. Ability to stand all day
7. Ability to lift 50 pounds.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.
2. Required to wear uniforms as directed by the County Engineer.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Have a valid driver's license (Commercial Driver's License required for promotion) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Traffic Control Technician II (Sign Option)

Department: Highway Department – Traffic Operations

Job Analysis: September 2017, September 2018, October 2019

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

Relationships

Reports To: Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Members of Work Group, Engineering Personnel

External Contacts: General Public, Emergency Responders and Other Government Employees

Status: Classified/Non-Exempt (~~G~~ H)

Job Summary

To successfully complete any job/duty deemed necessary by the Traffic Operations Manager or Crew Chief. Work involves the following: physical placement of traffic signs as required throughout the county while insuring all signage meets MUTCD Standards. Placement of detours as needed. Performing complex traffic control operations.

Capturing data on all signage with County issued tablets to ensure GIS is updated. This requires general skills and knowledge to operate computers and software programs. Willing to assist other crews within the department as needed.

Job Domain

A. Operations

1. Operate sign truck with aerial bucket to install traffic control signs including post driver and puller.
2. Operate sign truck with aerial bucket to trim limbs and precisely cut brush as needed.
3. May operate other equipment as deemed necessary by Supervisor.

4. May operate other equipment such as asphalt spreader, roller, paint truck or tractor.
5. Perform routine manual labor on other crews as needed.
6. Ensure that all signs are in proper placement by current MUTCD standards.
7. Ensure that all traffic control operations meet current MUTCD standards.
8. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. Perform light maintenance and servicing in connection with equipment operated.
3. Notify supervisor of mechanical or safety problems.
4. May assist mechanic or other repairmen with mechanical repairs.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills to operate computers and software programs.
4. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
5. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
6. Knowledge of traffic regulations.
7. Familiar with ALDOT standard drawings and how to apply these standards to real world applications.
8. Familiar with *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
9. Knowledge of safety rules including accident causes and prevention.
10. Ability to work independently without close supervision.
11. Knowledge of county policies, procedures and rules.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conversation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 lbs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Willing to work overtime and non-standard hours.
2. Willing to travel for schools and training.
3. Assist in Disaster Recovery efforts as needed.
4. Willing to assist the paving crew/mowing crew, stripe crew and signal crew.
5. Required to wear uniforms as directed by County Engineer.

Minimum Qualifications

1. One (1) year experience in Traffic Control.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Traffic Control Technician II (Stripe Crew Option)

Department: Highway Department - Traffic Operations

Job Analysis: September 2017, September 2018, October 2019

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

Relationships

Reports To: Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: None

Other Internal Contacts: Members of Work Group, Engineering Personnel

External Contacts: General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees

Status: Classified/Non-Exempt (G H)

Job Summary

Responsible for carrying out the activities of the Traffic Control paint crew. Work involves physical placement of traffic striping, legends, and markings as required throughout the County per MUTCD standards. Work also involves assisting with routine maintenance of traffic signals and devices throughout the County, performing complex traffic control operations and assisting the sign, paving/mowing and signal crews as needed.

Job Domain

A. Operations

1. Operate paint truck to put traffic markings on county roads.
2. Operate small portable paint machine to stripe parking lots.
3. Operate epoxy gun to install pavement markers.
4. Operate bucket truck with aerial lift to repair traffic control signal lights.
5. Maintain traffic control devices including minor repairs and bulb repairs/replacements.
6. May operate other equipment such as the asphalt spreader, roller, tractor and front-end loader.
7. Willing to assist the paving/mowing, sign and signal crews as needed.
8. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated, make adjustments to insure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
4. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
5. Knowledge of traffic regulations.
6. Familiar with ALDOT standard drawings and how to apply these standards to real world applications.
7. Familiar with *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
8. Knowledge of safety rules including accident causes and prevention.
9. Ability to work independently without close supervision.
10. Knowledge of county policies, procedures and rules.
11. Knowledge of traffic signals and their basic operations and how to troubleshoot basic problems and repair them.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conversation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 lbs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Required to wear uniforms as directed by the County Engineer.
2. Willing to work overtime and non-standard hours as required.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Three (3) years' experience in Traffic Control.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Traffic Control Technician III (Sign Option)

Department: Highway Department – Traffic Operations

Job Analysis: September 2017, September 2018, October 2019

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

Relationships

Reports To: Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: Crew assigned by Supervisor

Other Internal Contacts: Members of work group, Engineering Personnel

External Contacts: General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees

Status: Classified/Non-Exempt (I)

Job Summary

Responsible for serving as crew leader to carry out the activities of the Traffic Control sign crew. Work involves the following: physical placement of traffic signs as required throughout the county while insuring all signage meets MUTCD Standards. Placement of detours as needed. Performing complex traffic control operations.

Capturing data on all signage with County issued tablets to ensure GIS is updated. This requires general skills and knowledge to operate computers and software programs. Willing to assist other crews within the department as needed.

Job Domain

A. Operations

1. Operate sign truck to install traffic control signs including post driver and puller.
2. Operate sign truck with aerial bucket to trim limbs and precisely cut brush as needed.
3. May operate other equipment as deemed necessary by Supervisor.
4. May operate other equipment such as the asphalt spreader, roller, paint truck or tractor.

5. Perform routine manual labor on other crews as needed.
6. Ensure that all signs are in proper placement by current MUTCD standards.
7. Ensure that all traffic control operations meet current MUTCD standards.
8. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. Perform light maintenance and servicing in connection with equipment operated.
3. Notify supervisor of mechanical or safety problems.
4. May assist mechanic or other repairmen with mechanical repairs.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills to operate computers and software programs.
4. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
5. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
6. Knowledge of traffic regulations.
7. Knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
8. Knowledge of *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
9. Knowledge of safety rules including accident causes and prevention.
10. Ability to work independently without close supervision.
11. Knowledge of county policies, procedures and rules.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conversation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 pounds, use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Required to wear uniforms as directed by County Engineer.

2. Willing to work overtime and non-standard hours as needed.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Five (5) years' experience in Traffic Control.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Traffic Control Technician III (Stripe Crew Option)

Department: Highway Department – Traffic Operations

Job Analysis: September 2017, September 2018, October 2019

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

Relationships

Reports To: Designated Crew Chief, Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: None

Internal Contacts: Members of Work Group, Engineering Personnel

External Contacts: General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees

Status: Classified/Non-Exempt (~~H~~ I)

Job Summary

Responsible for substituting as crew leader to carry out the activities of the Traffic Control paint crew when needed. Work involves physical placement of traffic striping, legends, and markings as required throughout the County per MUTCD standards. Work also involves assisting with routine maintenance of traffic signals and devices throughout the County, performing complex traffic control operations and assisting the sign, paving/mowing and signal crews as needed.

Job Domain

A. Operations

1. Operate paint truck to put traffic markings on county roads.
2. Operate small portable paint machine to stripe parking lots.
3. Operate epoxy gun to install pavement markers.
4. Operate bucket truck with aerial lift to repair traffic control signal lights.
5. Maintain traffic control devices and perform minor or basic repairs on traffic signals.
6. May operate other equipment such as the asphalt spreader, roller, tractor and front-end loader.
7. Willing to assist the paving/mowing, sign and signal crews as needed.
8. Willing to respond to callouts when deemed necessary by the supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated make adjustments to insure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisors and co-workers.
2. Skills to complete routine forms and records.
3. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
4. Skills to complete striping cost estimates that include labor, material and equipment.
5. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
6. Knowledge of traffic regulations.
7. Knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
8. Knowledge of *The Manual of Uniform Traffic Control Devices* and how to apply the manual to real world applications.
9. Knowledge of safety rules including accident causes and prevention.
10. Ability to work independently without close supervision.
11. Knowledge of county policies, procedures and rules.
12. Knowledge of traffic signals and their basic operations and how to troubleshoot basic problems and repair them.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conversation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 lbs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Required to wear uniforms as directed by the County Engineer.
2. Willing to work overtime and non-standard hours as required.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

Minimum Qualifications

1. Five (5) years' experience in traffic control.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Traffic Control Technician IV (Signal Crew Option)

Department: Highway Department – Traffic Operations

Job Analysis: September 2017, September 2018, October 2019

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

Relationships

Reports To: Traffic Operations Manager, Construction Manager, County Engineer.

Subordinate Staff: Crew assigned by Supervisor

Internal Contacts: Members of Work Group, Engineering Personnel

External Contacts: General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees

Status: Classified/Non-Exempt (I J)

Job Summary

Serve as a working leader performing complex installation, programming, monitoring, preventative maintenance and repair of electronically controlled and coordinated traffic control systems. Also, may serve as crew leader to carry out the activities of the Traffic Control Stripe crew as needed. Work will also include assisting the Traffic Operations Manager with daily activities. Work includes, but is not limited to: reviewing daily activity sheets, inspecting finished work for compliance with specifications, keeping up with sign and paint inventory, planning and scheduling crews, assist with complex traffic control operations and assist all crews within the department when deemed necessary. Capturing data on all signals with County issued tablets to ensure GIS is updated. This requires general skills and knowledge to operate computers and software programs.

Job Domain

A. Operations

1. Evaluate, diagnose, schedule, and complete repairs to defects and malfunctions of traffic signals. Work may include repairs to traffic signal cabinets, traffic signal controllers,

overhead signal equipment and conducting inspections/performing preventative maintenance.

2. Respond to and perform repairs to after hour emergency situations relating to traffic signals or signs.
3. Create and file daily reports, maintenance logs, signal timing charts and inventory records for future use.
4. Coordinate and inspect work performed by external contractors involved in the construction and alteration of traffic signals.
5. Order and stock an operational spare traffic signal inventory.
6. Operate paint truck to put traffic markings on county roads.
7. Operate small portable paint machine to stripe parking lots.
8. Operate epoxy gun to install pavement markers.
9. Operate bucket truck with aerial lift to repair traffic control signal lights.
10. May operate other equipment such as the asphalt spreader, roller or tractors.
11. Willing to assist the stripe, paving/mowing or sign crews as needed.
12. Maintain traffic control devices and perform minor or basic repairs on traffic signals.
13. Assist Traffic Operations Manager with various daily activities as needed.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated make adjustments to insure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Knowledge of The Manual of Uniform Traffic Control Devices (MUTCD), National Electric Manufacture Association (NEMA) and IMSA- International Municipal Signal Association. Relating to common principles, practices, equipment, materials, and methods used in the installation, operation, repair and maintenance of traffic control devices and signage.
2. Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.
3. Use and care of hand powered tools and equipment.
4. Skills to communicate information to supervisors and co-workers.
5. Skills to complete routine forms and records.
6. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
7. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
8. Knowledge of traffic regulations.
9. Knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
10. Knowledge of safety rules including accident causes and prevention.

11. Ability to work independently without close supervision.
12. Ability to operate computers / GPS Devices
13. Knowledge of county policies, procedures and rules.
14. Knowledge of traffic signals and their basic operations and how to troubleshoot basic problems and repair them.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conversation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 lbs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

Other Characteristics

1. Required to wear uniforms as directed by the County Engineer.
2. Willing to work overtime and non-standard hours as required.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.
5. Traffic Signal Field Technician Level 1 required.

Minimum Qualifications

1. Five (5) years' experience in traffic signals preferred.
2. Valid Commercial Driver's License (CDL – Class B) and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Traffic Control Technician IV (Stripe Crew Option)

Department: Highway Department – Traffic Operations

Job Analysis: September 2017, September 2018, October 2019

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

Relationships

Reports To: Traffic Operations Manager, Construction Manager, County Engineer

Subordinate Staff: Crew assigned by Supervisor

Internal Contacts: Members of Work Group, Engineering Personnel

External Contacts: General Public, Vendors and Material Suppliers, Emergency Responders and Other Government Employees

Status: Classified/Non-Exempt (J)

Job Summary

Serve as crew leader to carry out the activities of the Traffic Control Stripe crew as needed. Work involves physical placement of traffic striping, legends, and markings as required throughout the County per MUTCD standards. Work also involves assisting with routine maintenance of traffic signals and devices throughout the County, performing complex traffic control operations and assisting the sign, paving/mowing and signal crews as needed.

Job Domain

A. Operations

1. Operate paint truck to put traffic markings on county roads.
2. Operate small portable paint machine to stripe parking lots.
3. Operate epoxy gun to install pavement markers.
4. Operate bucket truck with aerial lift to repair traffic signal lights if needed.
5. Maintain traffic control devices and perform minor or basic repairs on traffic signals.
6. May operate other equipment such as the asphalt spreader, roller, tractor and front-end loader.

7. Willing to assist the paving/mowing, sign and signal crews as needed.
8. Willing to respond to callouts when deemed necessary by the Supervisor.

B. Equipment Maintenance

1. Prior to operating equipment; perform safety and maintenance inspection of assigned equipment.
2. While equipment is being operated make adjustments to insure proper pressures for painting.
3. Service parts of paint truck as required.
4. Perform maintenance and servicing in connection with equipment operated.

Knowledge, Skills, and Abilities

1. Use and care of hand powered tools and equipment.
2. Skills to communicate information to supervisors and co-workers.
3. Skills to complete routine forms and records.
4. Skills to complete striping cost estimates that include labor, material and equipment.
5. Basic skills in the operation, maintenance and safe use of aerial buckets and lifts.
6. Moderate skills in the operation, maintenance and safe use of trucks, tractors and heavy equipment.
7. Knowledge of traffic regulations.
8. Knowledge of ALDOT standard drawings and how to apply these standards to real world applications.
9. Knowledge of safety rules including accident causes and prevention.
10. Ability to work independently without close supervision.
11. Knowledge of county policies, procedures and rules.
12. Knowledge of The Manual of Uniform Traffic Control Devices and how to apply the manual to real world applications.

Physical Characteristics

1. See well enough to operate equipment and motor vehicles; corrective lens acceptable.
2. Hear well enough to understand oral instructions, carry on conversation with public and workers; hearing aid acceptable.
3. Speak well enough to meet and converse with the public, convey instructions to others, communicate by telephone and two-way radio.
4. Body movement to place traffic markings and signs, operate equipment, operate motor vehicles, handle signs and hand tools.
5. Strength to lift 50 lbs., use hand tools, repair flashing signals and operate motor vehicles.
6. Must be able to stand all day.

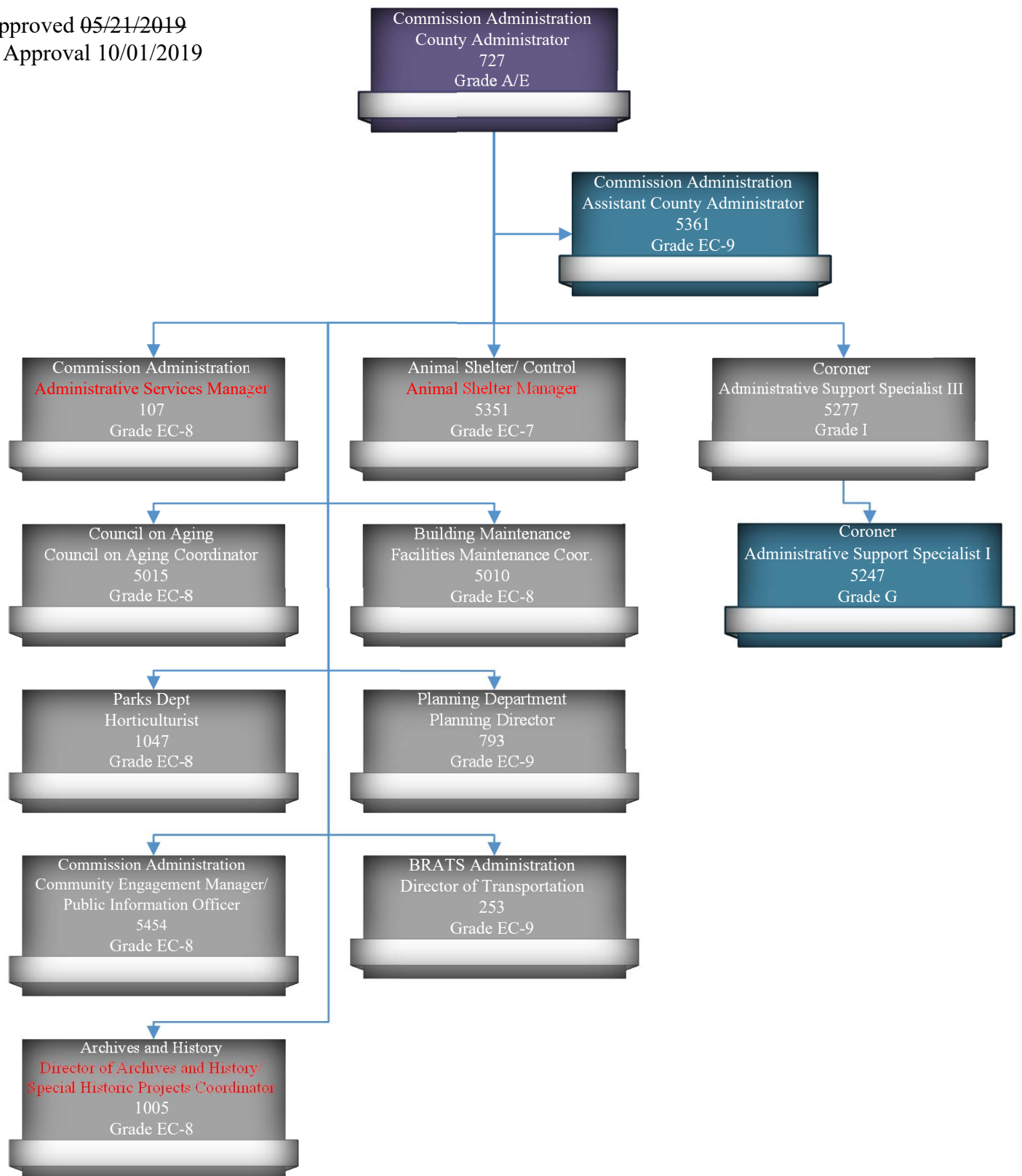
Other Characteristics

1. Required to wear uniforms as directed by the County Engineer.

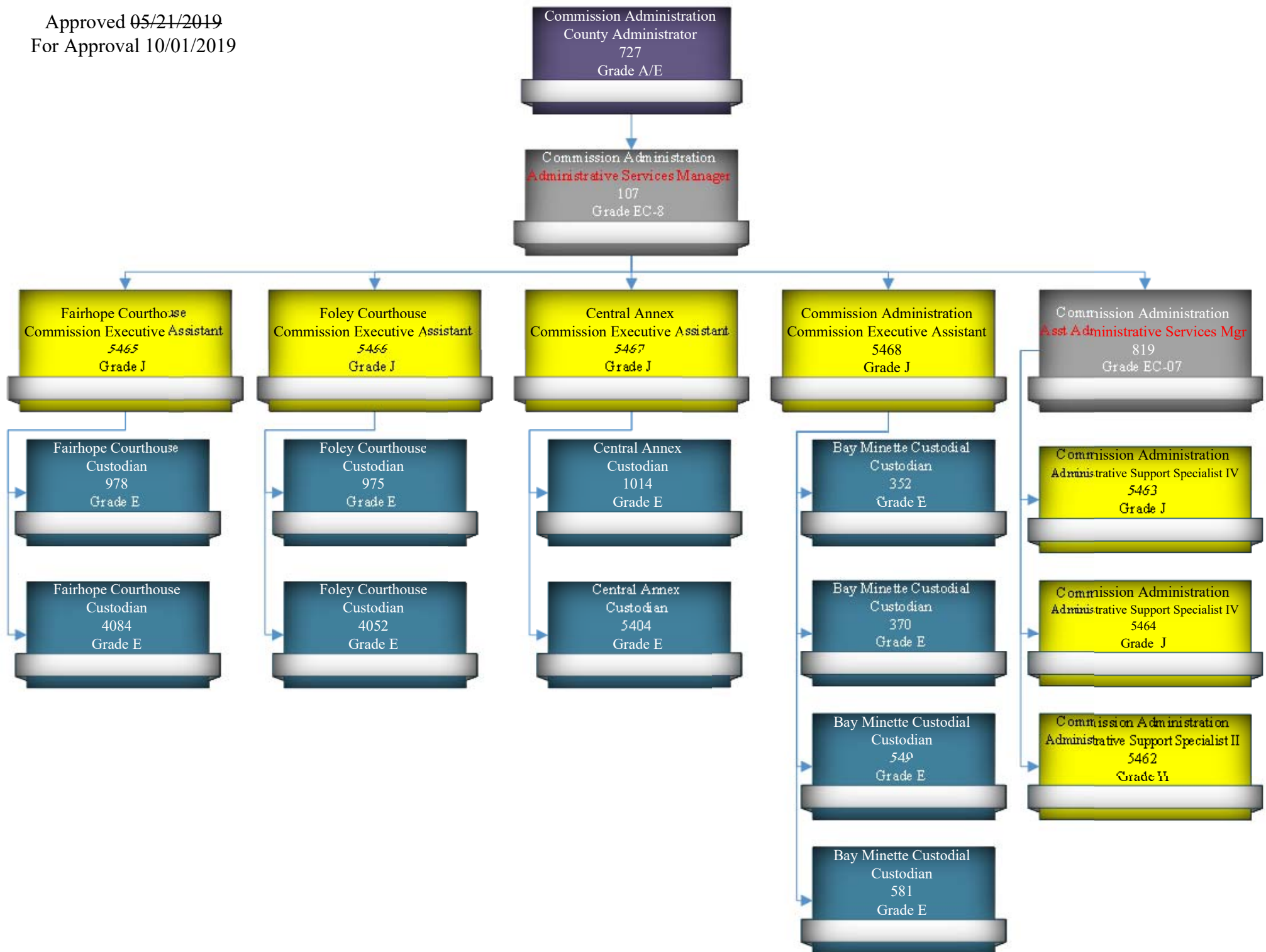
2. Willing to work overtime and non-standard hours as required.
3. Willing to travel for school and training.
4. Assist in Disaster Recovery efforts as needed.

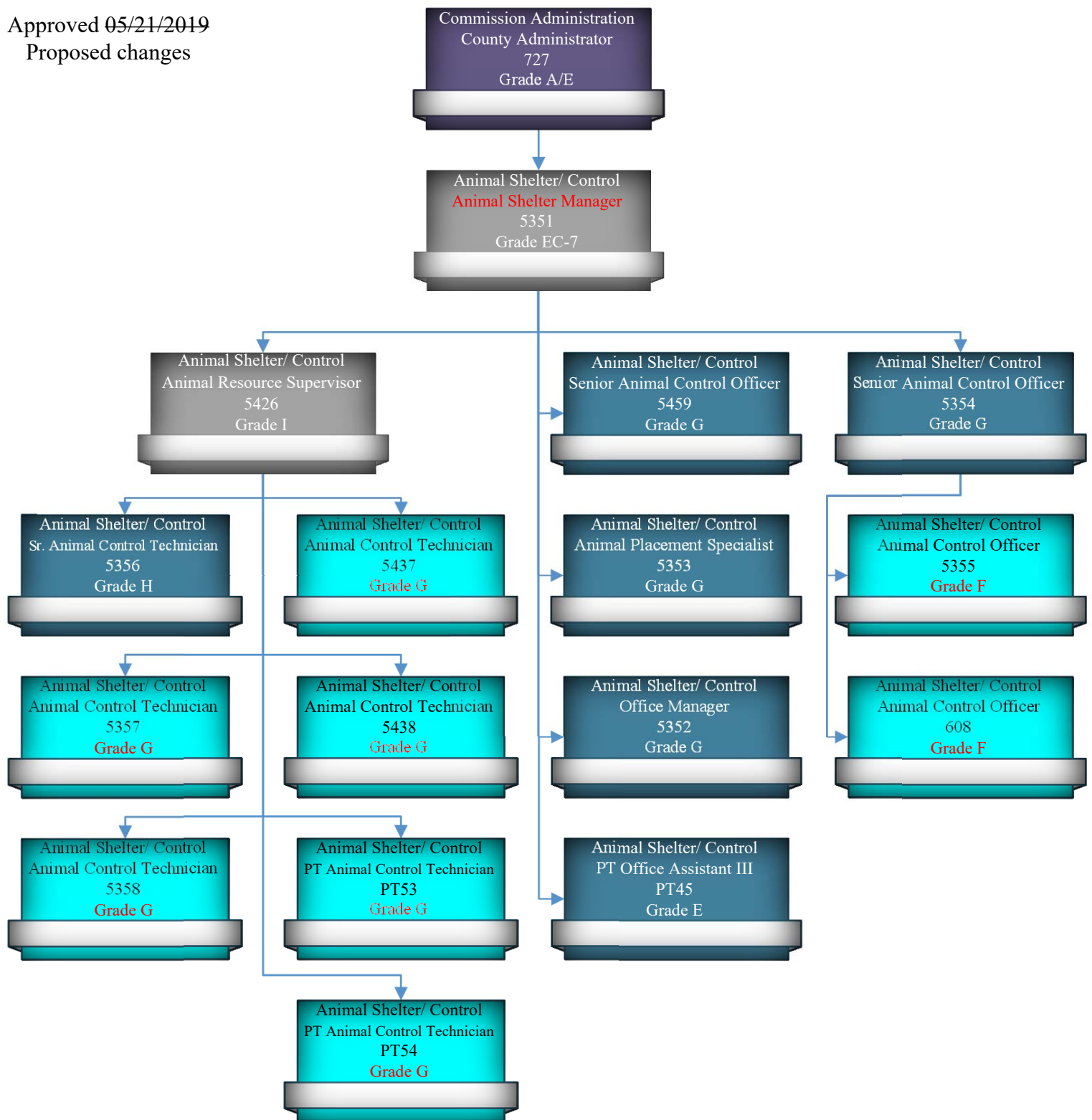
Minimum Qualifications

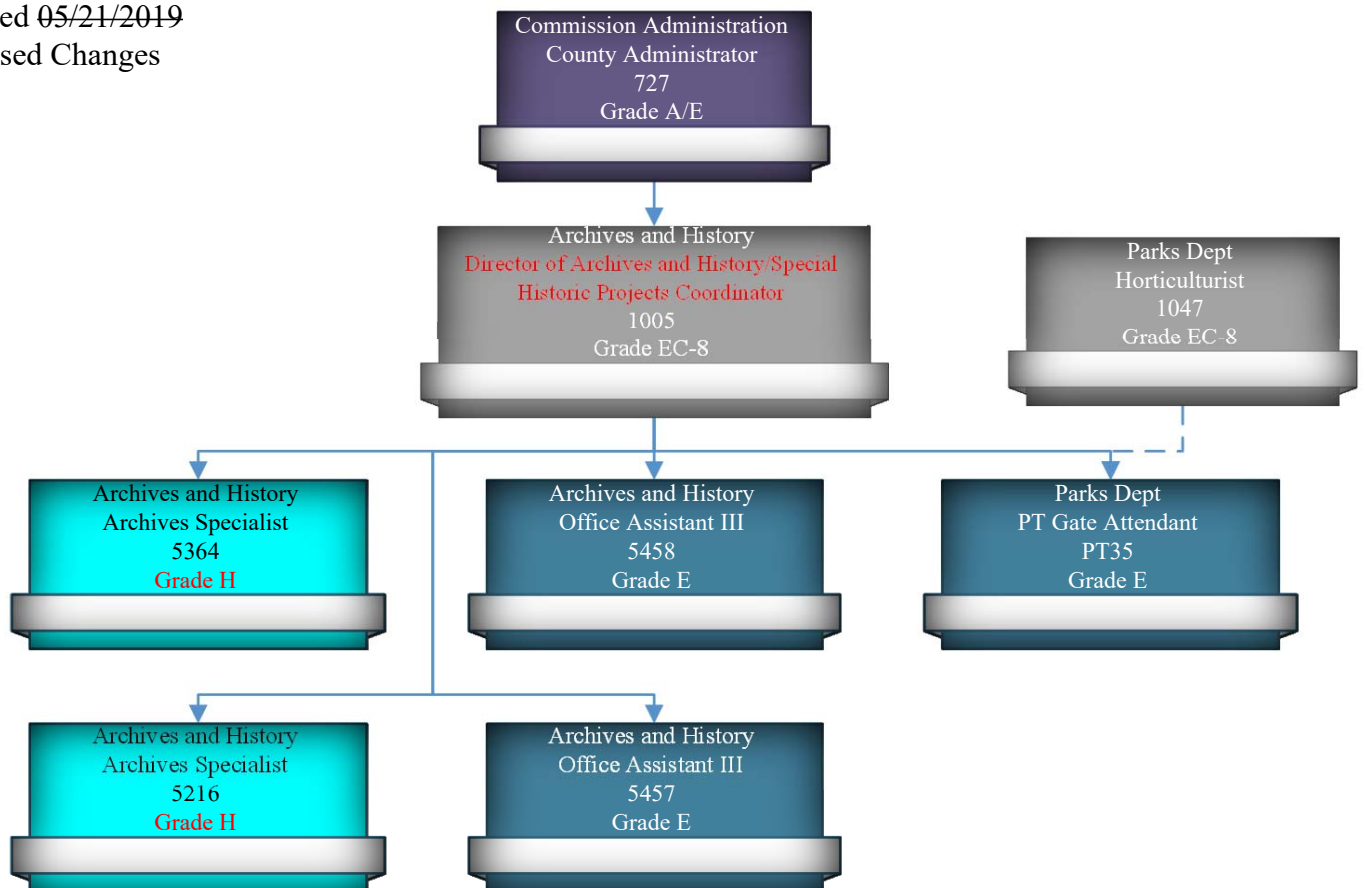
1. Five (5) years' experience in traffic signals preferred, **but not required.**
2. Valid Commercial Driver's License (CDL – Class A) and be insurable by the County's insurance standards.

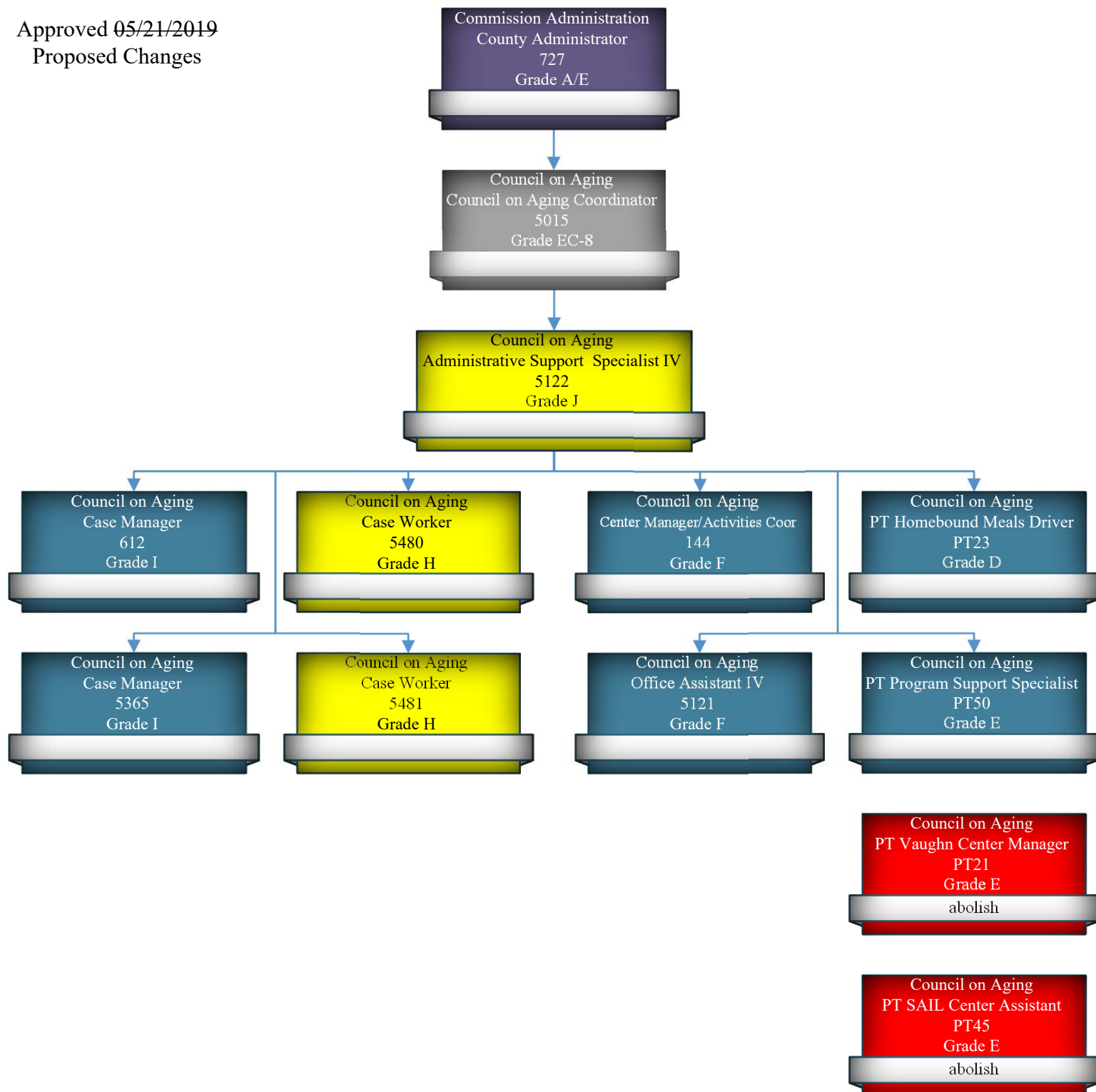


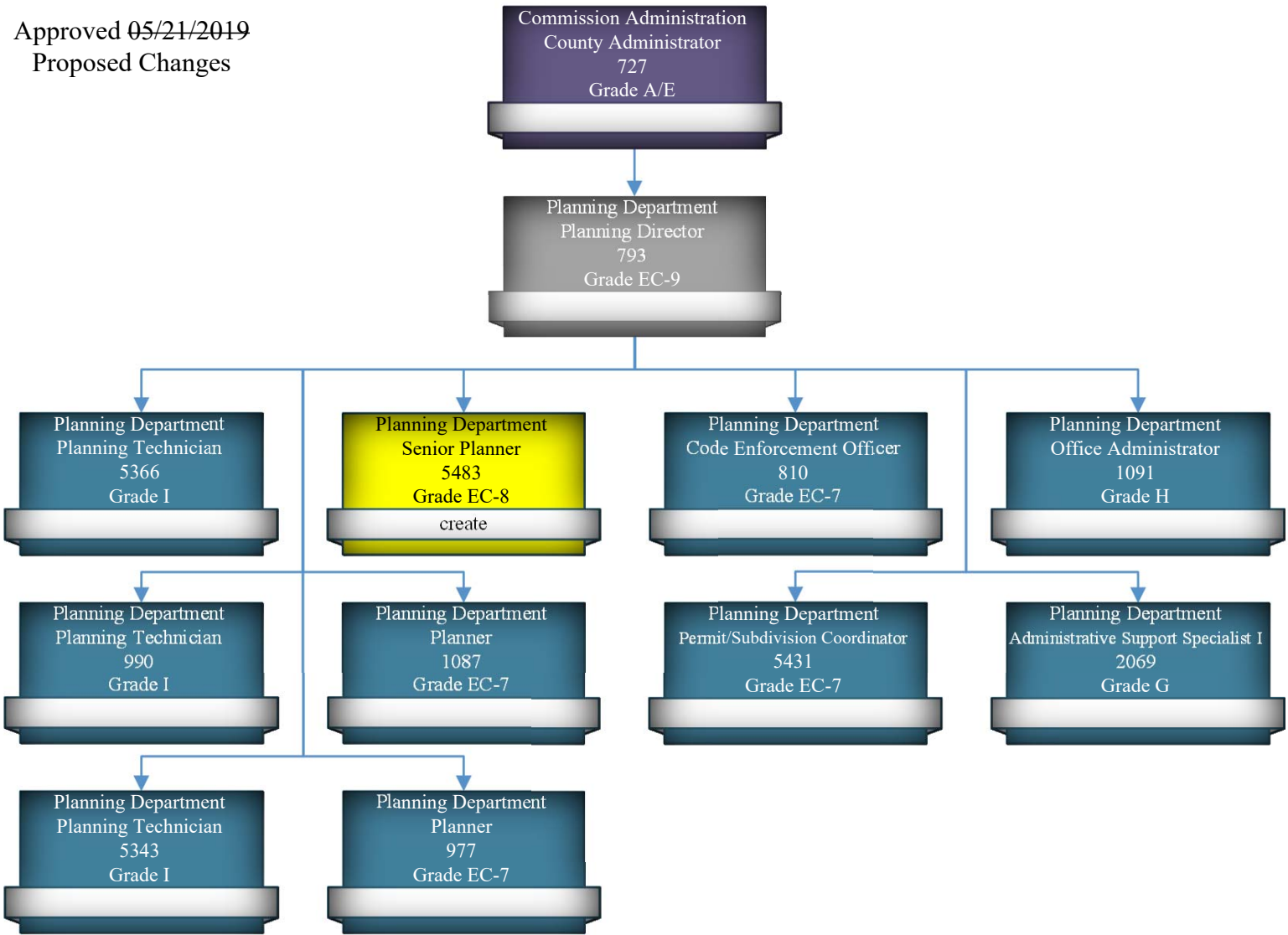
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For Approval 10/01/2019

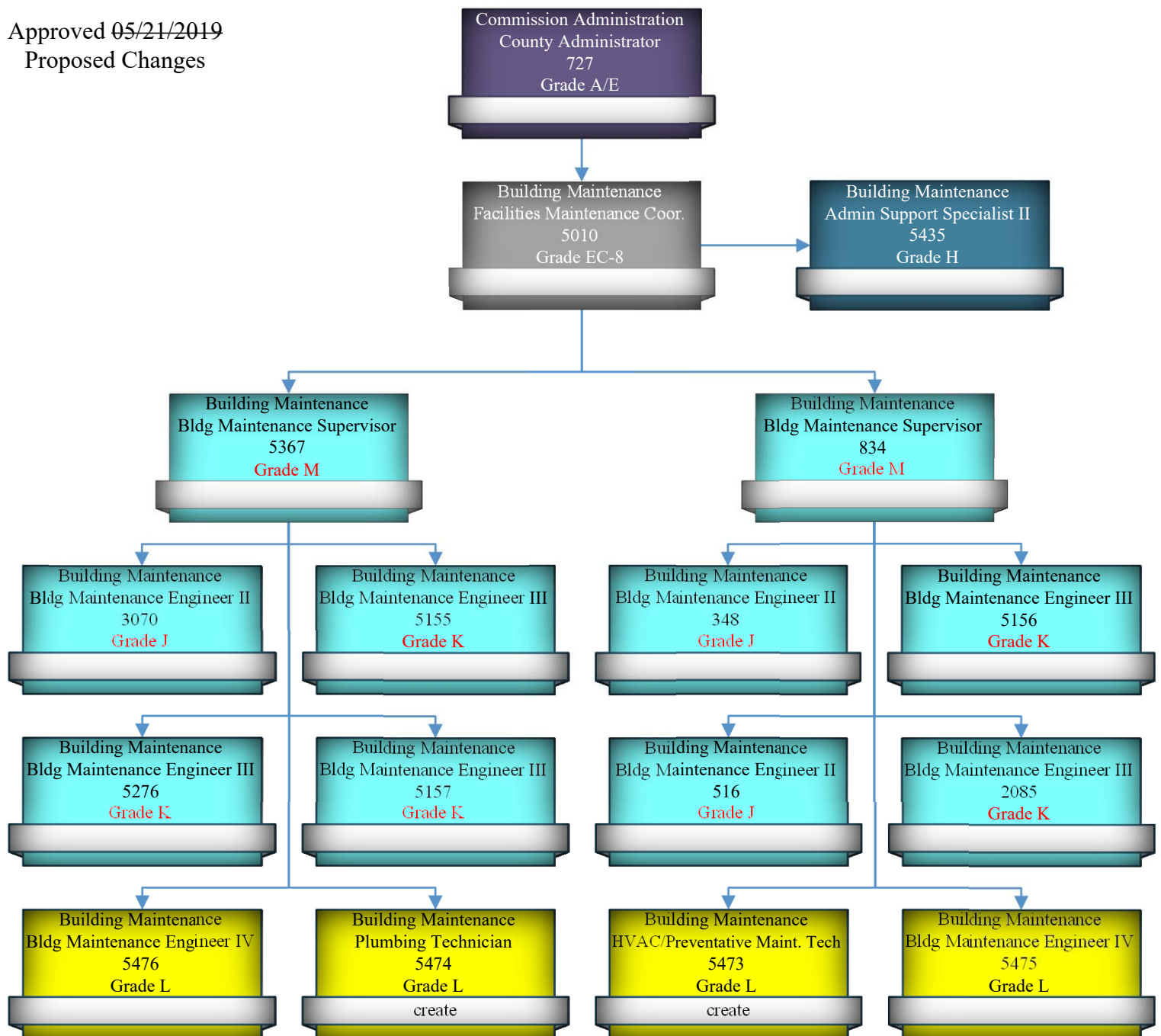




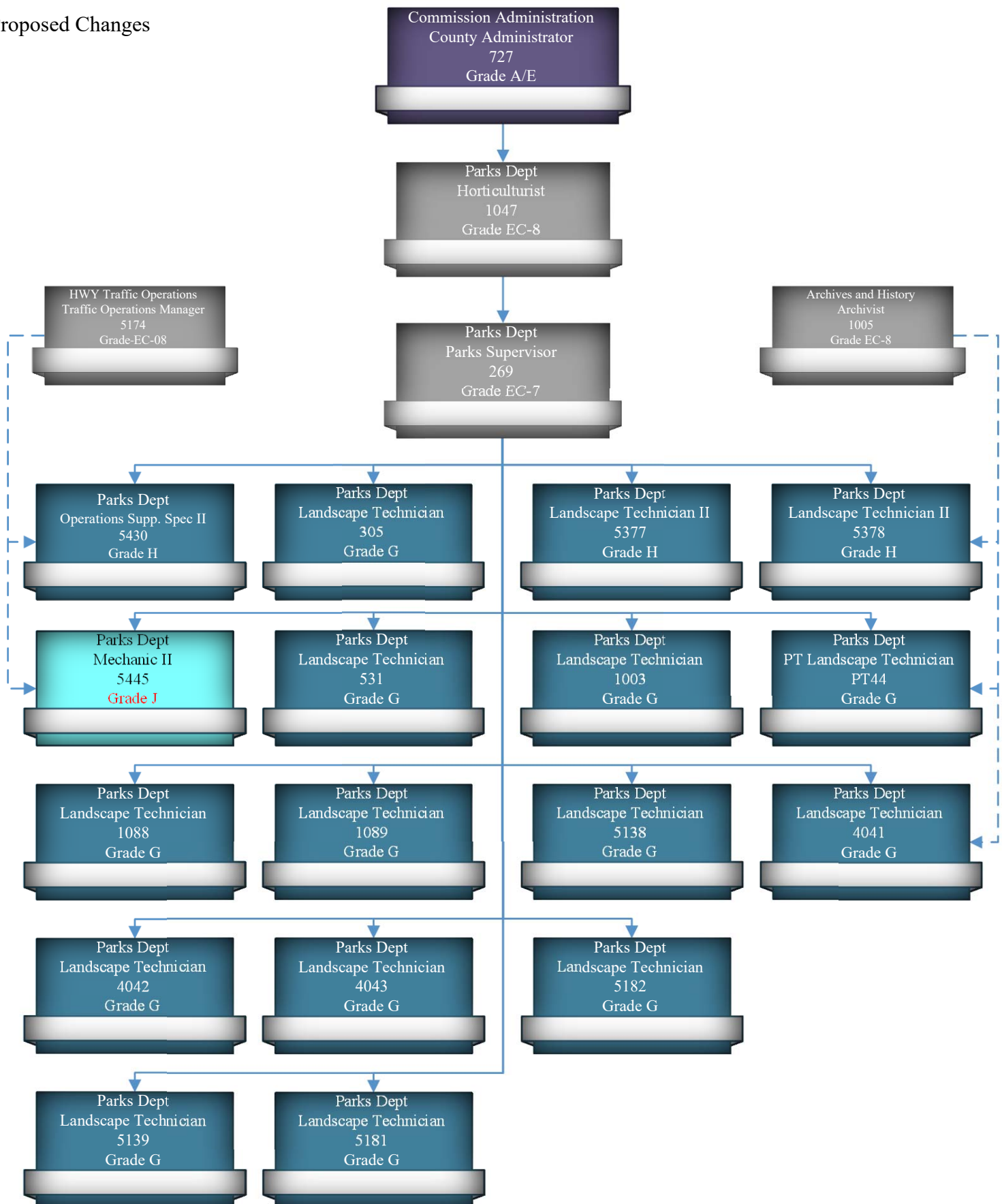




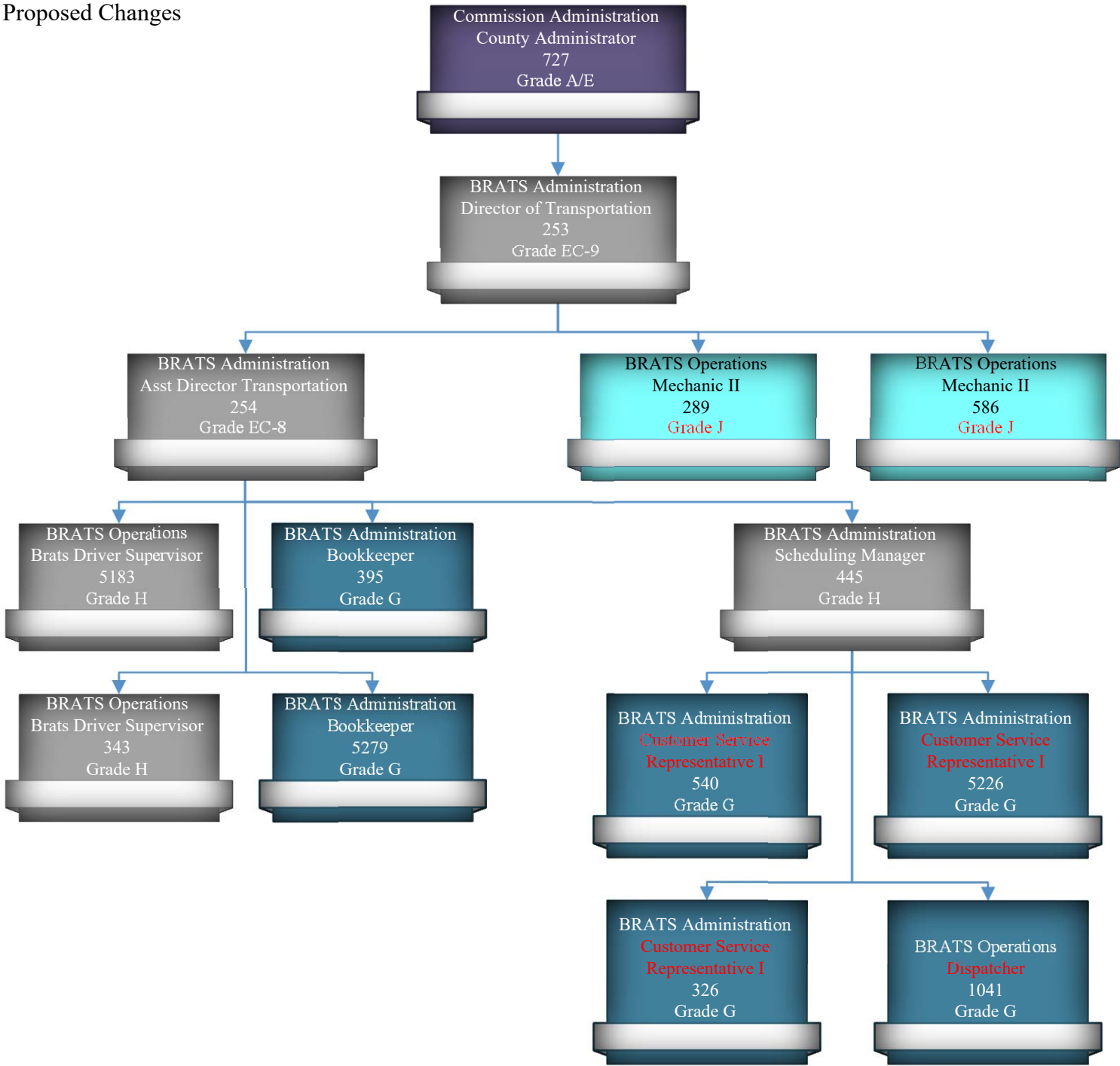




Proposed Changes



Proposed Changes





POSITION DESCRIPTION

Title: Animal Shelter Manager

Department: Animal Control

Job Analysis: July 2017, June 2018, March 2019, October 2019

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

Relationships

Reports To: County Administrator

Subordinate Staff: Office Manager, Animal Resource Officer, Animal Placement Specialist, Senior Animal Control Officer, Senior Animal Control Technician, Animal Control Officer, Animal Control Technician, PT Office Assistant III, PT Animal Control Technician

Other Internal Contacts: All County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Exempt (EC-07)

Job Summary

This position is responsible for supervisory and administrative work in directing the activities of the Animal Shelter.

Job Domains

1. Supervises the general operations of the Animal Shelter.
2. Facilitates a team environment and assists all subordinate staff as needed.
3. Coordinates with the Advisory Board, the County Administrator, and the Animal Resource Supervisor to develop and implement departmental policies and procedures.
4. Liaises with the Advisory Board.
5. Enforces the laws, ordinances, rules and regulations relating to the humane care, treatment and control of animals.
6. Plans, organizes, schedules, and directs the training and work of subordinate staff with input from the staff as needed.
7. Develops and submits annual the budget proposal.
8. Manages expenditures, revenues, and compiles and submits monthly, quarterly and annual statistical reports.

9. Maintains control over the receipt and disbursement of all monies and fees, including deposits and the review of invoices.
10. Oversees the collection and confinement of animals to assure compliance with laws, ordinances and regulations.
11. Receives complaints and explains regulations regarding the impounding and treatment of animals and service provided to concerned citizens.
12. Establishes and maintains professional relationships with other agencies and organizations as it relates to animal control.
13. Prepares Commission agenda items as necessary.
14. Maintains TNR (Trap-Neuter-Release) Program when such program has been approved by the Commission, activities to include monitoring invoices, tracking the cats and the cost of the program, and assigning staff and/or assisting as needed with trapping and transporting TNR animals to the veterinarian office(s).
15. Monitors activities of and performs when necessary, duties related to the proper disposal of animals in accordance with regulations and prescribed methods.
16. Remains on call for shelter related emergencies.
17. Assists with investigations as needed in conjunction with the Sheriff's Office and local Health Department.
18. Testifies in court when required.
19. Prepares and maintains records.
20. Transports animals to the veterinarian as needed.
21. Performs related work as required.

Knowledge, Skills, and Abilities

1. Expert knowledge related to team management and the supervision of staff.
2. Good knowledge of Microsoft office applications, data processing principles, and computer functions.
3. Good knowledge of shelter operations and general accounting principles.
4. General knowledge of domestic animals and the care of those animals.
5. General knowledge of domestic animal diseases.
6. Ability to learn and update necessary County software applications and systems.
7. Ability to maintain financial records, audit invoices, and prepare and administer budgets.
8. Ability to exercise good judgment and discretion when dealing with sensitive subjects, such as euthanasia of animals.
9. Ability to maintain professionalism in all aspects of work.
10. Ability to interpret and enforce animal control laws, ordinances and regulations.
11. Ability to plan, organize and direct the work of others.
12. Ability to compile and present oral and written reports.
13. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
14. Hear well enough to respond to verbal communication and to use the telephone.
15. Body movement to bend, stoop and move about.
16. Manual dexterity to write and type.
17. Must be able to lift up to 50 pounds, with or without accommodation.

Other Characteristics

1. Willingness to work overtime and non-standard hours as required.
2. Be willing and available to attend training related to job.
3. Injuries from animals pose a work hazard for employees in this class.

Minimum Requirements

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. High school diploma or equivalent.
3. Minimum of five (5) years' experience dealing with a variety of animal situations, including three (3) years' experience in a supervisory capacity; or a combination of education and experience equivalent to these requirements.
4. Completion of Animal Control Academy within the first twelve (12) months of employment.

POSITION DESCRIPTION

Title: Animal Control Officer

Department: Animal Control

Job Analysis: November 2011, July 2017, June 2018, March 2019, Oct 2019

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

Relationships

Reports To: Senior Animal Control Officer, County Humane Officer, County Administrator

Subordinate Staff: None

Internal Contacts: County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Non-Exempt (F)

Job Summary

This is entry level work enforcing animal control laws, ordinances, and regulations. Employees in this class patrol a defined geographic area and respond to and investigate complaints and possible violations related to animal control. Employees in this class may perform other duties related to the care and maintenance of the animal shelter facility and impounded animals as assigned.

Job Domains

1. Patrols a defined geographic area to ensure compliance with animal control laws, ordinances, and regulations; responds to and investigates animal complaints and possible violations of state law concerning stray dogs and cats without rabies tags and dogs running at large; prioritizes complaints received from the public.
2. Issues warnings and/or citations for state animal control law violations.
3. Captures, handles, and transports stray, sick, injured, diseased, vicious, feral, and domesticated animals and transports them to the animal shelter or veterinarian if needed.
4. Communicates with the public concerning animals at the shelter, state laws, and information regarding responsible pet ownership.
5. Keeps records of calls and complaints received and actions taken and ensures the data is entered into the shelter computer software.

6. When not performing patrols, cleans and disinfects cages, floors, and walls of kennels under the direction of the Animal Resource **Supervisor or Senior Animal Control Technician** as assigned.
7. When not performing patrols, interacts with the public to provide adoption of available pets under the direction of the Animal Resource **Supervisor or Senior Animal Control Technician** as assigned.
8. When not performing patrols, assists the Animal Placement **Specialist as needed.**
9. Transports animals to the veterinarian in the mornings prior to performing animal control patrols and transports at other times during the day when not performing patrols.
10. Performs related duties as assigned.
11. Testifies in court when required.

Knowledge, Skills, and Abilities

1. Some knowledge of the laws, ordinances and regulations governing the custody and disposition of animals.
2. Some knowledge of safety practices and procedures in dealing with animals.
3. Some knowledge of the geography of the area assigned to patrol.
4. Ability to learn and use software applications.
5. Ability to read, interpret and explain animal control laws, ordinances and regulations.
6. Ability to make clear, concise reports.
7. Ability to operate a two-way radio.
8. Ability to perform strenuous tasks such as lifting, carrying, crawling and running.
9. Ability to work in varying weather conditions, to include heat and cold temperatures.
10. Ability to understand and carry out oral and written instructions.
11. Ability to safely operate a motor vehicle and travel to locations within the community.
12. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
13. Manual dexterity to write and type.

Other Characteristics

1. Must have own transportation.
2. Be willing and available to attend training related to job.
3. Willingness to work overtime and non-standard hours as required.
4. Injuries from animals pose a work hazard for employees in this class.

Minimum Qualifications

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. Minimum of six (6) months of experience in the animal control field (or in the care and handling of domesticated animals).

POSITION DESCRIPTION

Title: Animal Control Technician

Department: Animal Control

Job Analysis: July 2017, June 2018, March 2019, Oct 2019

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

Relationships

Reports To: Animal Resource Officer, County Humane Officer, County Administrator

Subordinate Staff: None

Other Internal Contacts: All County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Non-Exempt (G)

Job Summary

This is entry level routine work focusing on the care and maintenance of the animal shelter facility and impounded animals.

Job Domains

1. Feeds, waters, exercises, and grooms impounded animals.
2. Evaluates animal behaviors, health, etc.
3. Cleans and disinfects cages, floors, and walls of kennels.
4. Monitors animals for illness, disease, and/or injury and reports same to supervisor.
5. Works under the supervision of the Senior Animal Control Technician when the Animal Resource Supervisor is not available.
6. Enters data and information into a computerized system for animals processed into the shelter.
7. Ensures animals are properly tagged and penned.
8. Administer medications and vaccinations.
9. Interacts with the public to provide adoption of available pets and to ensure the return of animals to the proper owners.
10. Assists in offsite adoption and fundraising events when necessary.
11. Uses appropriate tools to handle animals in a manner that protects the safety of the employee, animal, coworkers, and the public.

12. Transports animals to the veterinarian.
13. Maintains Animal Shelter grounds as needed.
14. Drives a department vehicle as needed.
15. Prepares and maintains data as necessary.
16. Works weekends on a rotational basis as assigned.
17. Performs related work as required.

Knowledge, Skills, and Abilities

1. Some knowledge of the care and feeding of animals.
2. Some knowledge of the laws, ordinances and regulations governing the custody and disposition of animals.
3. Some knowledge of safety practices and procedures in dealing with animals.
4. Some knowledge of computers and job-related software programs, or the ability to readily acquire such knowledge
5. Ability to read, interpret and explain animal control laws, ordinances and regulations.
6. Ability to make clear, concise reports.
7. Ability to operate a two-way radio.
8. Ability to work with animal odors and disinfectants.
9. Ability to understand and carry out oral and written instructions.
10. Ability to perform strenuous tasks such as lifting, carrying, crawling and running.
11. Ability to work in varying weather conditions, to include heat and cold temperatures.
12. Ability to understand and carry out oral and written instructions.
13. Ability to safely operate a motor vehicle and travel to locations within the community.
14. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
15. Manual dexterity to write and type.

Other Characteristics

1. Willingness to work overtime and non-standard hours as required.
2. Be willing and available to attend training related to job.
3. Injuries from animals pose a work hazard for employees in this class.

Minimum Requirements

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. Minimum of two (2) years' experience working with animals; or a combination of education and experience equivalent to these requirements.

POSITION DESCRIPTION

Title: Animal Placement Specialist

Department: Animal Control

Job Analysis: July 2017, June 2018, March 2019, Oct 2019

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

Relationships

Reports To: County Humane Officer, County Administrator

Subordinate Staff: None

Other Internal Contacts: All County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Non-Exempt (G)

Job Summary

This position is responsible for communications and work coordinating the outcomes of placement of animals at the animal shelter by means of adoption, transfer, and owner reclaims, using social media platforms and personal contact.

Job Domains

1. Conducts outreach to increase participation of placement partners and rescue groups and to enhance the live outcomes of the shelter.
2. Maintains positive and open communication with existing and future partners.
3. Notifies partners and coordinates flow of animals for rescue or adoption.
4. Facilitates photography/video of animals for adoptions.
5. Uploads, posts, edits, and updates information on the animal shelter Facebook page and other social media outlets.
6. Develops creative descriptions of available animals for marking and networking purposes through print and social media.
7. Coordinates adoption events at the facility and off site.
8. Organizes outreach involvement and activities for volunteers.
9. Works with staff to enhance owner reclaim rates and to increase awareness programs.
10. Interacts with the public to provide adoption of available pets and to ensure the return of animals to the proper owners.

11. Maintains complete and accurate records.
12. Enters data and information into computerized database to maintain animal and adoption records.
13. Compiles a variety of statistical reports.
14. Attends Advisory Board meetings **as requested by the County Humane Officer.**
15. Answers inquiries from the general public, as needed.
16. **Performs related work as required.**

Knowledge, Skills, and Abilities

1. Good knowledge of internet and social media platforms and methods to connect with potential partners.
2. Good knowledge of animal shelter operations and adoptions, or the ability to readily acquire such knowledge.
3. Good knowledge of written and verbal communication methods and principles; good knowledge of customer service principles and practices.
4. Good knowledge of computers and job-related software programs.
5. Some knowledge of safety practices and procedures in dealing with animals, or the ability to readily acquire such knowledge.
6. Some knowledge of area animal advocacy groups, or the ability to readily acquire such knowledge.
7. Ability to work in a fast-paced environment.
8. Ability to operate a camera.
9. Ability to understand and explain general policies of animal control and shelter operations, including euthanasia information.
10. Ability to exercise good judgment and discretion when dealing with sensitive subjects, such as euthanasia of animals.
11. Ability to maintain professionalism in all aspects of work.
12. Ability to plan, organize and coordinate events.
13. Ability to compile and present oral and written reports.
14. Ability to safely operate a motor vehicle and travel to locations within the community.
15. Ability to establish and maintain social media relationships.
16. Ability to work independently and efficiently on multiple projects.
17. Ability to communication, both orally and in writing.
18. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
19. Hear well enough to respond to verbal communication and to use the telephone.
20. Body movement to bend, stoop and move about.
21. Manual dexterity to write and type.

Other Characteristics

1. Willingness to work overtime and non-standard hours as required.
2. Be willing and available to attend training related to job.
3. Injuries from animals pose a work hazard for employees in this class.

Minimum Requirements

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. High school diploma or equivalent.
3. Minimum of (1) year experience with animals. Minimum of three (3) years' experience in customer service, public relations and clerical experience, including one (1) year experience in social media networking and communications; or a combination of education and experience equivalent to these requirements.

POSITION DESCRIPTION

Title: Animal Resource Supervisor

Department: Animal Control

Job Analysis: June 2018, March 2019, Oct 2019

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

Relationships

Reports To: County Humane Officer, County Administrator

Subordinate Staff: Sr. Animal Control Technician, Animal Control Technicians, PT Animal Control Technicians

Internal Contacts: All County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Non-Exempt (I)

Job Summary

This is supervisory level work that focuses on the care and maintenance of the animal shelter facility and impounded animals. Employees in this class supervise employees and perform functions related to that supervision and other duties as assigned.

Job Domains

1. Monitors the feeding, watering, exercising, and grooming of impounded animals by subordinate staff, and performs duties as needed.
2. Evaluates animal behaviors, health, etc.
3. Monitors animals for illness, disease, and/or injury.
4. Monitors and enters data and information into a computerized system for animals processed into the shelter.
5. Ensures animals are properly tagged and penned.
6. Facilitates a team environment and assists all subordinate staff as needed.
7. Maintains and monitors supplies and inventory related to food, medications, and vaccinations.
8. Administers medications and vaccinations.
9. Interacts with the public to provide adoption of available pets and to ensure the return of animals to the proper owners.
10. Assists in offsite adoption and fundraising events when necessary.

11. Coordinates with the Advisory Board, the County Administrator, and the County Humane Officer to develop and implement departmental policies and procedures.
12. Attends Advisory Board meetings and liaises with the Advisory Board.
13. Plans, organizes, schedules, and directs the training and work (including transports for animals) of subordinate staff, as well as performing subordinate staff evaluations and managing staff timecards and leave requests.
14. Compiles and submits data as requested by the County Humane Officer or County Administrator.
15. Uses appropriate tools to handle animals in a manner that protects the safety of the employee, animal, coworkers, and the public.
16. Trains and assists subordinate staff as needed.
17. Transports animals to the veterinarian.
18. Prepares and maintains data as necessary.
19. Works weekends on an as needed basis.
20. Performs related work as required.

Knowledge, Skills, and Abilities

1. Thorough knowledge of animals and experience in handling them, as well as the equipment used.
2. Thorough knowledge of laws and ordinances governing the control of animals.
3. Good knowledge of general police powers authorized by ordinances.
4. Ability to maintain financial records and prepare and administer budgets.
5. Ability to supervise and instruct subordinate personnel.
6. Ability to develop work procedures and methods.
7. Ability to read, interpret and explain animal control laws, ordinances and regulations.
8. Ability to operate animal control vehicles.
9. Ability to perform strenuous tasks such as lifting, carrying, crawling and running.
10. Some knowledge of safety practices and procedures in dealing with animals.
11. Ability to understand and explain general policies of animal control and shelter operations, including euthanasia information.
12. Ability to exercise good judgment and discretion when dealing with sensitive subjects, such as euthanasia of animals.
13. Ability to maintain professionalism in all aspects of work.
14. Ability to compile and present oral and written reports.
15. Ability to safely operate a motor vehicle and travel to locations within the community.
16. Ability to communication, both orally and in writing.
17. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
18. Hear well enough to respond to verbal communication and to use the telephone.
19. Manual dexterity to write and type.

Other Characteristics

1. Willingness to work overtime and non-standard hours as required.
2. Be willing and available to attend training related to job.
3. Injuries from animals pose a work hazard for employees in this class.

Minimum Requirements

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. High school diploma or equivalent.
3. Minimum of five (5) years' experience dealing with a variety of animal situations, including a minimum of three (3) years' experience in a supervisory capacity; or a combination of education and experience equivalent to these requirements.

POSITION DESCRIPTION

Title: Office Assistant III (Part-Time)

Department: Animal Control

Job Analysis: November 2017, March 2019, Oct 2019

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

Relationships

Reports To: County Humane Officer, County Administrator

Subordinate Staff: None

Internal Contacts: All County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Non-Exempt (E)

Job Summary

This position consists of a myriad of clerical duties for the Baldwin County Animal Shelter including but not limited to answering the phones and interacting with the public, creating and maintaining spreadsheets, and utilizing County software systems. The Office Assistant III must be able to speak and write professionally. In addition, this position must be able to be in an environment with animals on a daily basis.

Part-time positions work no more than 29 hours per week on average. Additionally, part-time positions do not qualify for Baldwin County Commission benefits, with the exception of paid time off (PTO) and retirement through the Retirement Systems of Alabama.

Job Domains

1. Assists the Office Manager with running the Animal Shelter office operations, under the direction of the Animal Resource Supervisor, and in the absence of the Office Manager, is able to effectively run the front office.
2. Reviews productions records, compiles reports, gives technical assistance to employees as needed.
3. Assists the Office Manager in the collection, accounting, and transmittal of shelter monies.
4. Resolves citizen complaints.
5. Maintains a clean and organized work space.

6. Performs office cleaning duties as directed by the Animal Resource Supervisor.
7. Answers inquiries as needed from the general public.
8. Conducts research.
9. Compiles a variety of statistical reports.
10. Assists the Office Manager with the work orders, requisitions and Commission agenda items.
11. Performs a wide variety of administrative and clerical tasks.
12. Assists Shelter staff as necessary with clerical tasks as well as showing animals for adoption or owner redemption.
13. Performs related work as required.

Knowledge, Skills, and Abilities

1. Knowledge of basic high school mathematics.
2. Knowledge of clerical functions involved in accounting, record keeping, filing and general clerical work.
3. A good working knowledge English grammar, composition, and spelling.
4. Ability to communicate professionally, both orally and in writing.
5. Knowledge of departmental policies and procedures.
6. Knowledge of the general care of animals and shelter operations.
7. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
8. Hear well enough to respond to verbal communication and to use the telephone.
9. Body movement to bend, stoop and move about.
10. Manual dexterity to write and type.
11. Ability to operate computers and basic software programs.

Other Characteristics

1. Willingness to work overtime and non-standard hours as required.
2. Willingness to work with the public and be in direct contact with animals daily.
3. Be willing and available to attend training related to job.
4. Injuries from animals pose a work hazard for employees in this class.

Minimum Requirements

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. High school diploma or equivalent required.

POSITION DESCRIPTION

Title: Office Manager

Department: Animal Control

Job Analysis: July 2017, June 2018, March 2019, Oct 2019

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

Relationships

Reports To: County Humane Officer, County Administrator

Subordinate Staff: None

Other Internal Contacts: All County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Non-Exempt (G)

Job Summary

This position consists of administrative work and accounting activities of the Animal Shelter.

Job Domains

1. Runs the Animal Shelter office operations under the direction of the County Humane Officer, and when the County Humane Officer is not available, takes direction from the Animal Resource Supervisor and/or the Senior Animal Control Technician.
2. Reviews productions records, compiles reports, gives technical assistance to employees as needed.
3. Manages the collection, accounting, and transmittal of shelter monies.
4. Resolves citizen complaints.
5. Works with the Animal Placement Specialist regarding adoptions, owner redemptions, and rescue placement.
6. Answers inquiries as needed from the general public.
7. Conducts research, and compiles a variety of statistical reports.
8. Oversees the maintenance of facilities and equipment.
9. Requisitions office supplies and equipment.
10. Performs a wide variety of administrative and clerical tasks.
11. Prepares Commission agenda items as necessary.

12. Prepares Advisory Board agenda and takes notes as needed at Advisory Board meetings.
13. Assists in offsite adoption and fundraising events when necessary.
14. Assists Shelter staff as necessary with clerical tasks as well as showing animals for adoption or owner redemption.
15. Maintains a clean and organized work space.
16. Performs office cleaning duties as directed.
17. Performs related work as required.

Knowledge, Skills, and Abilities

1. Thorough knowledge of office management principles and practices.
2. Thorough knowledge of clerical functions involved in accounting, record keeping, filing and general clerical work.
3. A good working knowledge English grammar, composition, and spelling.
4. A good working knowledge of data processing principles and computer functions.
5. Ability to operate computers and basic software programs.
6. Ability to complete research and prepare complex and detailed reports.
7. Ability to communicate, both orally and in writing.
8. Ability to read, interpret and explain animal control laws, ordinances and regulations.
9. Ability to understand and explain general policies of animal control and shelter operations, including euthanasia information.
10. Ability to exercise good judgment and discretion when dealing with sensitive subjects, such as euthanasia of animals.
11. Knowledge of departmental policies and procedures.
12. Knowledge of the general care of animals and shelter operations.
13. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
14. Hear well enough to respond to verbal communication and to use the telephone.
15. Body movement to bend, stoop and move about.
16. Manual dexterity to write and type.

Other Characteristics

1. Willingness to work overtime and non-standard hours as required.
2. Willingness to work with the public and be in direct contact with animals daily.
3. Be willing and available to attend training related to job.
4. Injuries from animals pose a work hazard for employees in this class.

Minimum Requirements

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. High school diploma or equivalent and a minimum of two (2) years' increasingly responsible experience in office management and one (1) year experience in customer service; or a combination of education and experience equivalent to these requirements.

POSITION DESCRIPTION

Title: Senior Animal Control Officer

Department: Animal Control

Job Analysis: July 2017, June 2018, March 2019, Oct 2019

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

Relationships

Reports To: County Humane Officer, County Administrator

Subordinate Staff: Animal Control Officers

Other Internal Contacts: All County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Non-Exempt (G)

Job Summary

This is supervisory level work enforcing animal control laws, ordinances and regulations.

Job Domains

1. Employees in this class patrol a defined geographic area and respond to and investigate complaints and possible violations related to animal control and may supervise employees and perform functions related to that supervision.
2. Patrols a defined geographic area to ensure compliance with animal control laws, ordinances, and regulations.
3. Responds to and investigates animal complaints and possible violations of state law concerning stray dogs and cats without rabies tags and dogs running at large.
4. Prioritizes complaints received from the public.
5. Issues warnings and/or citations for state animal control law violations.
6. Captures, handles, and transports stray, sick, injured, diseased, vicious, feral, and domesticated animals and transports them to the animal shelter or veterinarian if needed.
7. Communicates with the public concerning animals at the shelter, state laws, and information regarding responsible pet ownership.
8. Keeps records of calls and complaints received and actions taken and ensures the data is entered into the shelter computer software.
9. Performs related duties as assigned.

10. Prepares and maintains data as necessary.
11. Transports animals to the veterinarian as assigned by the County Humane Officer or Animal Resource Supervisor.
12. If working as a supervisor, liaises with the County Humane Officer to plan, organize, schedule, and direct the training and work of the Animal Control Officers, as well as performs evaluations of the Animal Control Officers.
13. Testifies in court when required.

Knowledge, Skills, and Abilities

1. Good knowledge of the laws, ordinances and regulations governing the capture, custody and disposition of animals.
2. Good knowledge of safety practices and procedures in dealing with animals.
3. Good knowledge of the area assigned to patrol.
4. Ability to read, interpret and explain animal control laws, ordinances and regulations.
5. Ability to operate animal control vehicles.
6. Ability to act as lead worker.
7. Ability to understand and carry out oral and written instructions.
8. Ability to operate a two-way radio.
9. Ability to perform strenuous tasks such as lifting, carrying, crawling and running.
10. Some knowledge of safety practices and procedures in dealing with animals.
11. Ability to understand and explain general policies of animal control and shelter operations, including euthanasia information.
12. Ability to exercise good judgment and discretion when dealing with sensitive subjects, such as euthanasia of animals.
13. Ability to maintain professionalism in all aspects of work.
14. Ability to learn and use software applications.
15. Ability to compile and present oral and written reports.
16. Ability to safely operate a motor vehicle and travel to locations within the community.
17. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
18. Hear well enough to respond to verbal communication and to use the telephone.
19. Manual dexterity to write and type.

Other Characteristics

1. Willingness to work overtime and non-standard hours as required.
2. Be willing and available to attend training related to job.
3. Injuries from animals pose a work hazard for employees in this class.

Minimum Requirements

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. High school diploma or equivalent with a minimum of three (3) years' experience at the level of an Animal Control Officer; or a combination of education and experience equivalent to these requirements.

POSITION DESCRIPTION

Title: Senior Animal Control Technician

Department: Animal Control

Job Analysis: July 2017, June 2018, March 2019, Oct 2019

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

Relationships

Reports To: Animal Resource Supervisor, County Humane Officer, County Administrator

Subordinate Staff: None

Other Internal Contacts: All County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Non-Exempt (H)

Job Summary

This position focuses on the care and maintenance of the animal shelter facility and impounded animals. Employees in this class may supervise employees and perform functions related to that supervision and other duties as assigned.

Job Domains

1. Feeds, waters, exercises, and grooms impounded animals.
2. Evaluates animal behaviors, health, etc.
3. Monitors animals for illness, disease, and/or injury.
4. Enters data and information into a computerized system for animals processed into the shelter.
5. Ensures animals are properly tagged and penned.
6. Assists the Animal Placement Specialist when needed.
7. Assists the Animal Control Technicians when needed.
8. Assists in maintaining and monitoring supplies and inventory related to food, medications, and vaccinations.
9. Administers medications and vaccinations.
10. Interacts with the public to provide adoption of available pets and to ensure the return of animals to the proper owners.
11. Assists in offsite adoption and fundraising events when necessary.

12. Performs Animal Resource Supervisor duties in the absence of the Animal Resource Supervisor as needed.
13. Uses appropriate tools to handle animals in a manner that protects the safety of the employee, animal, coworkers, and the public.
14. Trains new employees as assigned by the Animal Resource Supervisor.
15. Transports animals to the veterinarian.
16. Prepares and maintains data as necessary.
17. Works weekends on a rotational basis as assigned.
18. Performs related work as required.

Knowledge, Skills, and Abilities

1. Thorough knowledge of animals and experience in handling them, as well as the equipment used.
2. Thorough knowledge of safety practices and procedures in dealing with animals.
3. Thorough knowledge of laws and ordinances governing the control of animals.
4. Good knowledge of general police powers authorized by ordinances.
5. Ability to maintain financial records and prepare and administer budgets.
6. Ability to develop work procedures and methods.
7. Ability to read, interpret and explain animal control laws, ordinances and regulations.
8. Ability to perform strenuous tasks such as lifting, carrying, crawling and running.
9. Ability to understand and explain general policies of animal control and shelter operations, including euthanasia information.
10. Ability to exercise good judgment and discretion when dealing with sensitive subjects, such as euthanasia of animals.
11. Ability to maintain professionalism in all aspects of work.
12. Ability to compile and present oral and written reports.
13. Ability to safely operate a motor vehicle and travel to locations within the community.
14. Ability to communication, both orally and in writing.
15. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
16. Hear well enough to respond to verbal communication and to use the telephone.
17. Manual dexterity to write and type.

Other Characteristics

1. Willingness to work overtime and non-standard hours as required.
2. Be willing and available to attend training related to job.
3. Injuries from animals pose a work hazard for employees in this class.

Minimum Requirements

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. High school diploma or equivalent.
3. Minimum of three (3) years' experience dealing with a variety of animal situations, or a combination of education and experience equivalent to these requirements.

POSITION DESCRIPTION

Title: Archives Specialist

Department: Department of Archives and History

Job Analysis: July 2005, Feb 2011, Sept 2014, Jan 2015, Oct 2019

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

Relationships

Reports to: Director of Archives/Special Historic Projects Coordinator

Subordinate staff: None

Internal Contacts: Director of Archives and History and other departmental

staff External Contacts: General public, State government personnel

Status: Classified/Non-Exempt (H)

Job Summary

The Archives Specialist for the Baldwin County Department of Archives and History serves to accomplish a myriad of clerical administrative duties for the Baldwin County Department of Archives and History and assists with archival projects as assigned by the Director of Archives and History. The Archives Specialist will, as a primary duty, perform the daily duties of records management including cataloging items, properly storing documents from various departments through county government and retrieving those same documents as needed by the Archives Department or any other department that maintains records within the Archives facility. In addition, the Archives Specialist must be able to retrieve shelved documents for patrons and ensure that they are re-shelved properly after use. The Archives Specialist must be able to assist patrons in their research of documents and artifacts maintained by the county archives. Furthermore, the Archives Specialist will assist in the training of interns/volunteers that are assigned county archival projects.

Job Domains

A. Facility

1. Conduct operations of the primary workplace facility as requested by the Director of Archives and History.
2. Conduct general day-to-day facility operations with kindness, professionalism tact and an emphasis on responsiveness.

3. Maintains office and cleaning supplies inventory and prepares requisitions for the same. (Spending authorization will always be applicable as approved by Director of Archives and History and on file in the Budget/Purchasing office).
4. Reviews the primary facility for maintenance and cleanliness as directed.

B. Clerical

1. Processes archival materials as directed.
2. Assists other county departments with their records management programs as needed.
3. Assists with research requests as needed.
4. Supports Director and Department with special assignments as directed.
5. Takes notation and dictation as needed.
6. Types and/or prepares correspondence and various documents as requested.
7. Coordinates training course registrations and travel reservations as needed.
8. Takes minutes and proofreads minutes as requested.
9. Schedules meetings, coordinates newspaper advertisements as requested.
10. Receives, reviews, and prepares a variety of forms, requests, records, files, and other documents associated with daily responsibilities of this position.
11. Utilizes a computer, printer, etc. to enter, store, and retrieve data as needed in a variety of electronic mediums including the Archives' electronic database.
12. Maintains a comprehensive, current knowledge and awareness of applicable manuals, policies, and procedures.
13. Ability to understand and implement archival principles including document filing and retrieval. Assists patrons in the use of finding aids and guides; responds to written inquiries and supplies suitable references and/or service.
14. Supervises and trains interns/volunteers that are assigned to county archival projects.
15. Processes and creates finding aides for archival collections which fall under the domain of the county archives.
16. Compile and maintain archival management data and reports.

C. Reception and Referral

1. Greets visitors to the office, refers them to whom they need to see, and makes them comfortable if they must wait.
2. Answers incoming calls to the office.
3. Provides whatever information is available to general inquiries.

D. Special Historic Projects

1. Assists with the creation and execution of county-wide historical events from conception to clean up.
2. Assists with the design of advertising materials; collaborate with several departments within the county as well as local and community groups.
3. Assists with archival programming to include publicity and public outreach programs.

Knowledge, Skills and Abilities

1. Knowledge of basic high school mathematics.
2. Knowledge of basic bookkeeping procedures.
3. A good working knowledge of English grammar, composition, and spelling.
4. A good working knowledge of general office practices and procedures.
5. Skills to communicate effectively with Public Officers, supervisor, co-workers, and general public.
6. Skills to read and understand printed reports and requests.
7. Knowledge of filing procedures.
8. Knowledge of office machinery operations.
9. Ability to establish and maintain effective working relationships with supervisors, co-workers, and the general public.
10. Ability to operate computers and general software.
11. Ability to operate equipment associated with the scanning and preservation of artifacts in an electronic format.
12. Knowledge of archival processing.
13. Knowledge of Records Management theory and practice.
14. Knowledge of or ability to learn the proper processing of documents and/or artifacts to archival standards.
15. Skills including an understanding of finding aides, electronic catalogs and databases and the ability to create and implement any of the above.
16. Knowledge of or ability to learn and put into practice archival principles that are necessary to properly serve researchers at the facility and through telephone/email communication.
17. Abilities associated with the training and supervision of interns with limited archival skills and volunteers with no archival skills.
18. Ability to assist patrons with research requests in a professional and friendly manner.

Other Characteristics

1. Willing to work overtime when necessary.
2. Ability to work under stress of recurring deadlines.
3. Experience and ability to work closely with the public in order to fulfill needs of research adequately while maintaining a professional decorum associated with an archives environment.

Minimum Requirements

1. Training and/or experience in the operation of an archives or a library, preferably with a college degree in either or both areas.

POSITION DESCRIPTION

Title: ~~Director, Department of Archives and History~~
Director of Archives/Special Historic Projects Coordinator

Department: Department of Archives and History

Job Analysis: October 2004, February 2011, January 2014, May 2014,
September 2014, January 2015; **Oct 2019**

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

Relationships

Reports to: County Administrator

Subordinate staff: Archives Specialist(s); **Part-Time Gate Attendant; Landscape Technician I, Landscape Technician II**

Internal contacts: Employees, Elected Officials

Status: Classified/Exempt (EC-8)

Job Summary

The responsibilities of this position include, but are not limited to, organizing, planning and coordinating the creation, maintenance, storage, preservation, and disposition of activities of a wide variety of county records and materials which will ensure compliance with professional and legal standards. Work functions will include administrating the archival program and work space, directing the county's archival program, and determining the proper practice and procedures for the collection, classification, care, preservation, and disposition of materials from county departments, boards, commissions, and other governmental agencies which have historical, administrative, legal, research, cultural, genealogical, and other significant value. The responsibilities will also include serving as a liaison to the Baldwin County Historic Development Commission and accomplishing a myriad of historical and civic responsibilities as assigned. **In addition, the responsibilities include the operation of the County's Bicentennial Park, its continued expansion and the creation and execution of programs that feature the Park in the display of Baldwin County's heritage.**

Job Domains

A. Management

1. Develop the Archival program and work space in order to create the archive program which will ensure compliance with professional and legal standards.

2. Conduct extensive research in order to identify needs for technology, staffing, storage area layout, equipment, etc.
3. Determine the proper practice and procedures for the collection, classification, care, preservation, and disposition of materials from county departments, boards, commissions, and other governmental agencies which have historical, administrative, legal, research, cultural, genealogical, and other significant value.
4. Develop and maintain policies and procedures for retention to ensure that appropriate materials are stored at optimum cost effectiveness and security and to ensure the preservation of county archival materials.
5. Establish and maintain an inventory control/access and retrieval system for materials.
6. Compile and maintain archival management data and reports.
7. Plan and conduct training programs for staff on proper archival methods.
8. Ensure compliance with all state and federal guidelines relating to archiving.
9. Supervise and manage employees to include delegating work, evaluating performance, and resolving conflicts as needed to ensure the productivity of the program.

B. Records Management

1. Utilize imaging equipment and software to electronically store documents.
2. Sort, collate, index and shelf materials in the most advantageous manner.
3. Prepare shelf lists and cross index files in order to access materials.
4. Prepare and direct the preparation of document descriptions and reference aids such as accession lists, indexes, guides, abstracts, etc.
5. Destroy or arrange for destruction eligible materials according to records laws and regulations.
6. Maintain a computerized data base of information on materials retained and destroyed.
7. Provide technical expertise and coordination related to the development and implementation of a legally-compliant record keeping system.
8. Advise elected and administrative officials regarding the laws, regulations, and benefits of records management practices.
9. Coordinate the transfer of records to the records center or archives.
10. Coordinate records management activities with office staff to ensure effective and efficient creation and maintenance of records.

C. Property Management/Historical and Cultural Consultation and Coordination

1. Maintain and manage the Bicentennial Park property with the goal of establishing and maintaining an historic park that demonstrates the significance of Baldwin County's heritage.
2. Expand Bicentennial Park as needed to fit the needs of the established goal and to adhere to the wishes and desires of the Baldwin County Commission.
3. Establish events at Bicentennial Park that emphasize the distinct culture of Baldwin County.

D. Reception and Referral

1. Verbal and writing skills to communicate effectively.

2. Provide information by telephone and personally to the general public.
3. Establish and maintain effective working relationships with employees, public officials, and the general public as needed to answer questions and provide technical expertise in the maintenance and retrieval of documents and records.

Knowledge, Skills, and Abilities

(any item with an asterisk will be taught on the job.)

1. Knowledge of the legal and administrative rules and regulations of records disposal and retention.
2. General knowledge of the functions, organizations and history of the county.
3. Knowledge of the techniques of records preservation, duplication, and restoration.
4. Knowledge of the principles of records management and record retention schedules.
5. Knowledge of various types of office equipment used to index and store documents such as microfilm, microfiche, and computer databases.
6. Ability to plan and organize to include setting priorities, developing a strategy, following a plan, and accomplishing goals.
7. Ability to judge the adequacy of departmental record keeping and storage facilities and to make recommendations for revision when necessary.
8. Ability to communicate ideas in writing to include organizing thoughts in a logical manner with clarity and conciseness.
9. Ability to develop, implement and analyze complex filing and records management systems to include manual and automated systems as needed to collect, store, and retrieve historical documents and records.
10. Ability to read and understand complex written materials including state, federal and local laws, regulations, legal documents, professional publications, and finding aids.
11. Ability to use math skills to calculate fees, maintain accounts, and manage a budget.
12. Ability to write legibly to complete documents and forms.
13. Ability to operate standard business equipment.

Other Characteristics

1. Willing to work nonstandard hours as necessary.
2. Willing to travel to attend meeting and workshops as required.

Minimum Requirements

1. Bachelor's degree from an accredited four (4) year college or university in history, political science, government, public administration or closely related field and two (2) graduate courses in archival administration.
2. Master's degree from an accredited four (4) year college or university in one of the areas listed above or library science including two (2) graduate courses in archival administration is preferred.
3. Have a valid driver's license.

POSITION DESCRIPTION

Title: ~~Scheduler~~ Customer Service Representative I

Department: Baldwin Regional Area Transit System (BRATS)

Job Analysis: 04/25/01, 09/24/2008 Revised 06/09, 02/11, 09/13, 02/14, 10/19

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

Relationships

Reports To: Scheduling Manager, Assistant Director of Transportation,
Director of Transportation

Subordinate Staff: None

Internal Contacts: Baldwin County Commission, County Administrator, County
Engineer, Co-workers

External Contacts: General Public, Business Community

Status: Classified/Non-Exempt (G)

Job Summary

~~Scheduler~~ Customer Service Representative I's are required to answer all incoming telephone calls and handle them professionally and appropriately. They are required to correctly book all passenger trips by collecting all pertinent data from caller, entering information into computer, assigning trip to a route, and the route to a driver. The information is used to generate trip manifests for each driver for the next day. ~~Scheduler~~ Customer Service Representative I's are responsible for collecting correct data, confirming that each driver knows their schedule for the next day, and receives their manifest. Assists Drivers with questions in regards to diver manifest and other passenger information. Must be willing to perform other duties as deemed necessary by management.

Job Domains

A. Essential Functions

1. Answer all incoming telephone calls and radio calls in a professional manner.
2. Accurately record all incoming calls on Telephone Log.
3. Book all trips for passengers.
4. Communicate clearly and effectively with drivers and general public.

5. Assist Drivers with questions in regards to manifest and other passenger information.
6. Accurately schedule and cancel trips.
7. Generate driver manifests.
8. Promptly forward accurate information to drivers.

Knowledge, Skills and Abilities

1. Skills to communicate effectively, courteously and professional with coworkers and general public.
2. Telephone skills to handle multiple lines at one time.
3. Ability to neatly and accurately maintain telephone logs.
4. Ability to spell common words and names for computer data entry.
5. Ability to multi- task effectively.
6. Ability to communicate effectively and clearly with drivers on dispatch radio.
7. Ability & patience to work with individuals with disabilities.
8. Ability to read maps and accurately direct drivers to addresses.
9. Math skills in order to assist drivers in computing fares.
10. Ability to make decision with in the standards of BRATS policies and guidelines.
11. Computer skills to work accurately and effectively in Excel, Microsoft Word and other current software programs.
12. Able and willing to learn new computer programs when necessary.

Other Characteristics

1. Need to have transportation to work.
2. Must dress in professional manner to meet the public.
3. Must have positive attitude.
4. Handle stressful situations calmly and professionally.
5. Must be able to travel as deemed necessary.
6. Willing to work non-standard hours as necessary.

Physical Qualifications

1. Must have 20/40 vision or better with corrected lenses.

Minimum Qualifications

1. Must have a valid driver's license.
2. Experience with operating computer software programs.
3. Criminal background check authorization required.
4. Pre-employment drug screening, random drug screening and post accident drug and alcohol screenings are required.

POSITION DESCRIPTION

Title: Director of Transportation

Department: Baldwin Regional Area Transit System (BRATS)

Job Analysis: 11/87, Revised 7/95, 5/01, 05/06, 6/09, 02/11, 08/15, 10/19

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

Relationships

Reports To: County Administrator

Subordinate Staff: Assistant Director, Scheduling Manager, Driver Supervisors, Schedulers, Dispatcher, Mechanics, Bus Drivers, Bookkeeper, Office Assistants, County Courier Drivers

Internal Contacts: Baldwin County Commission, Elected Officials, County Administrator, County Engineer, Employees of County, Eastern Shore Metropolitan Planning Organization (ESMPO), EMA

External Contacts: General Public, Business Community, Alabama Department of Transportation, Federal Transit Authority, Department of Safety, Insurance Companies, State, Local and County Law Enforcement, Alabama Florida Transportation Planning Organization (AL/FLTPO), Chamber of Commerce's, and Social Service Agencies

Status: Classified/Exempt (EC-9)

Job Summary

Prepares and maintains county and federal budgets yearly for Section 5311 Rural, 5307 Small Urban, 5307 Large Urban and other federal grants for funding. Must understand state bid laws, federal register, and state and federal audit procedures. Generates revenue by marketing and selling BRATS services to potential customers, local population, businesses, social service agencies, and organizations by conducting workshops, and giving presentations. Serves on various boards and committees. Attends meetings, conferences and workshops, relating to the job in order to promote public transportation and the Baldwin County Commission and to bring back new, innovative ideas. Develops new routes, and supervises staff working hours, leave time and signs time cards. Supervise all subordinate personnel for over fifty (50) employees including Assistant Director, Scheduling Manager, Driver Supervisors, Schedulers, Dispatcher, Mechanics, Full and Part Time Bus Drivers, Office Assistant, Temporary Staff, and volunteers. Supervises the operation of the cost center of County Transportation which includes the courier service and county owned transit related vehicles. Activated during emergencies for assisting in County evacuation with Emergency Management. Works closely with both the ESMPO and

AL/FLTPO by serving on Technical Advisory Committees (TAC) and coordination of special transit projects with cities, county, state and federal governments.

Job Domains

A. Supervisor

1. Oversees the overall operation of public transit.
2. Oversees all department personnel ensuring staff follows county policies and procedures.
3. Ensures staff handles public professionally and equally.
4. Ensures subordinates prepare neat accurate and reports on time.
5. Signs off on time cards of employees, scheduling work hours, lunch times, and leave times, travel, etc.
6. Interviews new hires, temporary staff and volunteers.

B. Management

1. Plans budgets of various local, state and federal agencies.
2. Plans and schedules bus routes.
3. Oversees grants relating to transportation (i.e.--FTA Section 5311 Rural, 5307 Small Urban, 5307 Large Urban & Other Federal Grants).
4. Oversees marketing program to promote the transportation program.
5. Maintains up-to-date office policies and procedures.
6. Promotes an active Transportation Steering Committee.
7. Prepares cost analysis for consumers and prospective consumers.
8. Prepares cost analysis to insure full cost recovery on contract services.
9. Prepares cost analysis on all routes to ensure efficiency of routes.
10. Supervises over fifty (50) employees.

C. Public Relations/Service

1. Plan and conduct public transit awareness events.
2. Give presentations to churches, civic, clubs, social services both in and out of the county.
3. Develop and write public service announcement newspaper, radio, and television in relation to the job.
4. Attend workshops, conferences in relation to the job.

Knowledge, Skills and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to converse with agency personnel and the general public.
2. Math skills to compute and understand basic arithmetic functions.
3. Accounting skills for budget preparations and analysis.
4. Skills to neatly and clearly complete various records and reports.
5. Skills to understand reports, instructions and correspondence.
6. Interpersonal skills to manage and coordinate various resources.
7. Knowledge of various social service agencies and organizations.
8. *Knowledge of Federal, County and department rules, regulations, policies, and procedures.

Other Characteristics

1. Willing to work non-standard hours as necessary for festivals and special events.
2. Willing to travel to meetings and seminars as necessary.
3. Must have own automobile.
4. Activated during emergencies for assisting in County evacuation.
5. Other duties as deemed necessary.

Minimum Requirements

1. Bachelor's degree in business or marketing, or six (6) years' experience working with public transit.
2. Must have a current driver's license.
3. Two (2) years' experience in accounting.
4. Experience or appropriate training in social services.
5. Experience in public speaking, supervision and scheduling.

POSITION DESCRIPTION

Title: ~~Auto~~-Mechanic II

Department: Baldwin Regional Area Transit System (BRATS)

Job Analysis: 7/95, Reviewed 4/01, 06/09, 02/11, 02/14, 10/19

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

Relationships

Reports To: Scheduling Manager, Assistant Director of Transportation,
Director of Transportation

Subordinate Staff: None

Internal Contacts: Baldwin County Commission, County Administrator, County
Engineer, Co-workers

External Contacts: General Public, Business Community

Status: Classified/Non-Exempt **J**

Job Summary

Mechanical repair and maintenance of gasoline and diesel-powered vehicles in the BRATS fleet, using standard practices and equipment of the automotive trade. On-call for emergencies as needed. Must be willing to perform other duties as deemed necessary by management.

Job Domains

A. Automotive Repair and Maintenance

1. Complete the Preventive Maintenance Checklist in a timely manner.
2. Tune engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, and replacement of coil, condenser, and breaker points.
3. Remove and disassemble major units such as engine, transmission, differential, inspects parts for wear and reassembles.
4. Use the diagnostic equipment for finding computer problems.
5. Repair and/or replace parts such as pistons, rods, gears, and bearings.
6. Overhaul and replace carburetors, generators, radiators, alternators, starters, distributors and pumps.
7. Rewire ignition system, lights and instrument panel.
8. Install radios and Mobile Data Systems.

9. Turn drums, realigns and adjusts brakes, aligns front end, repairs or replaces shock absorbers.
10. Replace and adjust headlights, and install or repair accessories such as radios, heaters, mirrors, and windshield wipers.
11. Perform inspections on vehicles for safety issues on tires, engines, etc. including post accident and new vehicle inspections.

B. Miscellaneous

1. Weld to repair broken or cracked frames, bars, plates, and other metal objects.
2. Replace batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repair or replace tires.
4. Perform related mechanic duties as required.
5. Perform various duties including operations of transportation buses.
6. Test repaired equipment to ensure operating efficiency.
7. Perform additional repairs as needed.
8. Maintain accurate records on all vehicles maintenance.
9. Maintain accurate vehicle information list including radio and mobile data computer information.

Knowledge, Skills and Abilities

(Any item with an asterisk will be taught on the job.)

1. Verbal skills to communicate information to supervisors and coworkers.
2. Writing skills to clearly and precisely complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts list, instructions, etc.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy construction equipment.
10. Knowledge of safety rules, including accident causation and prevention.
11. Ability to work independently without close supervision.
12. *Knowledge of federal and state requirement of vehicle maintenance for a transit fleet.

Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to provide personal hand tools.
3. Must be able to travel as deemed necessary for maintenance training or parts.

Minimum Requirements

1. Have a valid driver's license with CDL with Passenger Endorsement.
2. Experience in automotive and heavy equipment repairs and maintenance.

POSITION DESCRIPTION

Title: Building Maintenance Engineer II

Department: Building Maintenance

Job Analysis: Feb 2001, Sept 2011, Sept 2014, Sept 2017, Oct 2019

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

Relationships

Reports To: Building Maintenance Supervisor (or Facilities Maintenance Coordinator)

Subordinate Staff: None

Internal Contacts: All County Departments

External Contacts: Contractors, Building Material Suppliers

Status: Classified/Non-Exempt (J)

Job Summary

Under the direction of Building Maintenance Supervisor; makes repairs on plumbing, heating, cooling and electrical systems. Performs carpentry work when requested. Performs emergency mechanical repairs as needed. Orders supplies required by building maintenance. Inspects environmental systems.

Job Domains

A. Equipment Maintenance

1. Make repairs on the plumbing systems in all county buildings.
2. Make repairs to the electrical systems in all county buildings.
3. Maintain air condition systems, water coolers, refrigerators, and freezers in all county buildings.
4. Maintain heating systems and water heaters in county buildings.
5. Perform carpentry work for various projects as necessary.
6. Perform welding repairs on equipment as necessary.
7. Inspect plumbing, heating, cooling and electrical systems.
8. Perform other maintenance as required.

B. Operations Management

1. Report to supervisor on progress of repair tasks.

Knowledge, Skills, and Abilities

1. Skills to communicate with supervisor, subcontractors, and co-workers.
2. Math skills to take accurate measurements and perform multiplication and division.
3. Skills to complete order forms and progress reports accurately.
4. Skills to understand mechanical reports, blueprints, and wiring diagrams.
5. Knowledge of plumbing, heating, air conditioning and electrical systems.
6. Knowledge of materials and quantities necessary for maintaining county buildings.
7. Ability to inspect, diagnose problems, and complete repairs in a timely and effective manner.
8. Knowledge of basic carpentry.

Other Characteristics

1. Willingness to provide own hand tools.
2. Willingness to work non-standard hours.

Minimum Requirements

1. Possess a valid driver's license.
2. Minimum of three (3) years experience in building maintenance field.

POSITION DESCRIPTION

Title: Building Maintenance Engineer III

Department: Building Maintenance

Job Analysis: February 2001, September 2011, September 2014, Oct 2019

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

Relationships

Reports To: Building Maintenance Supervisor (or Facilities Maintenance Coordinator)

Subordinate Staff: None

Internal Contacts: All County Departments

External Contacts: Contractors, Building Material Suppliers, General Public

Status: Classified/Non-Exempt (K)

Job Summary

Under the direction of the Building Maintenance Supervisor, maintain and repair on plumbing, heating, cooling, electrical systems and carpentry work as required. Performs emergency mechanical repairs as needed. Orders supplies required for building maintenance. Schedules repairs to be done within budget constraints. Inspects environmental systems.

Job Domains

A. Equipment Maintenance

1. Responsible for repairs on the plumbing systems in all county buildings.
2. Repairs to the electrical systems in all county buildings.
3. Maintain air condition systems, water coolers, refrigerators, and freezers in all county buildings.
4. Maintain heating systems and water heaters in county buildings.
5. Supervise and perform carpentry work for various projects as necessary.
6. Perform welding repairs on equipment as necessary.
7. Inspect plumbing, heating, cooling and electrical systems.
8. Perform other maintenance as required.

B. Operations Management

1. Inspect work done by subcontractors as necessary.
2. Coordinate the work done by subcontractors and staff.
3. Order supplies required for building maintenance.
4. Schedule repairs to be completed on a daily basis within budget constraints.
5. Report to supervisor on progress of repair tasks.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate with supervisor, subcontractors, and co-workers.
2. Math skills to take accurate measurements and perform multiplication and division.
3. Skills to complete order forms and progress reports accurately.
4. Skills to understand mechanical reports, blueprints, and wiring diagrams.
5. Knowledge of plumbing, heating, air conditioning and electrical systems.
6. Knowledge of materials and quantities necessary for maintaining county buildings.
7. Knowledge of maintenance materials.
8. Ability to inspect, diagnose problems, and complete repairs in a timely and effective manner.
9. Knowledge of basic carpentry.

Other Characteristics

1. Willingness to provide own hand tools.
2. Willingness to work non-standard hours.

Minimum Requirements

1. Possess a valid driver's license.
2. Minimum of six (6) years experience in building maintenance field.

POSITION DESCRIPTION

Title: Building Maintenance Engineer IV

Department: Building Maintenance

Job Analysis: February 2001, September 2011, September 2014, Oct 2019

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

Relationships

Reports To: Building Maintenance Supervisor (or Facilities Maintenance Coordinator)

Subordinate Staff: None

Internal Contacts: All County Departments

External Contacts: Contractors, Building Material Suppliers, General Public

Status: Classified/Non-Exempt (L)

Job Summary

Under the direction of the Building Maintenance Supervisor, supervises and directs repairs on plumbing, heating, cooling and electrical systems. Supervises carpentry work as required. Inspects work done by subcontractors. Performs emergency mechanical repairs as needed. Orders supplies required for building maintenance. Schedules repairs to be done within budget constraints. Inspects environmental systems. Supervises, directs and inspects all repairs and installations as directed.

Job Domains

A. Equipment Maintenance

1. Responsible for repairs on the plumbing systems in all county buildings.
2. Repairs to the electrical systems in all county buildings.
3. Maintain air condition systems, water coolers, refrigerators, and freezers in all county buildings.
4. Maintain heating systems and water heaters in county buildings.
5. Supervise and perform carpentry work for various projects as necessary.
6. Perform welding repairs on equipment as necessary.
7. Inspect plumbing, heating, cooling and electrical systems.

8. Perform other maintenance as required.

B. Operations Management

1. Inspect work done by subcontractors as necessary.
2. Coordinate the work done by subcontractors and staff.
3. Order supplies required for building maintenance.
4. Schedule repairs to be completed on a daily basis within budget constraints.
5. Report to supervisor on progress of repair tasks.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate with supervisor, subcontractors, and co-workers.
2. Math skills to take accurate measurements and perform multiplication and division.
3. Skills to complete order forms and progress reports accurately.
4. Skills to understand mechanical reports, blueprints, and wiring diagrams.
5. Knowledge of plumbing, heating, air conditioning and electrical systems.
6. Knowledge of materials and quantities necessary for maintaining county buildings.
7. Knowledge of maintenance materials.
8. Ability to inspect, diagnose problems, and complete repairs in a timely and effective manner.
9. Knowledge of basic carpentry.

Other Characteristics

1. Willingness to provide own hand tools.
2. Willingness to work non-standard hours.

Minimum Requirements

1. Possess a valid driver's license.
2. Minimum of six (6) years experience in building maintenance field.

POSITION DESCRIPTION

Title: Building Maintenance Supervisor

Department: Building Maintenance

Job Analysis: February 2001, May 2006, August 2011, September 2014, Oct 2019

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

Relationships

Reports To: Facilities Maintenance Coordinator

Subordinate Staff: Maintenance Engineer II, III, IV, HVAC Preventative Maintenance, Plumbing Technician

Internal Contacts: County Employees, Elected Officials

External Contacts: Architects, Contractors, Building Material Suppliers, Insurance Representatives, Alabama Department of Environmental Management, General Public

Status: Classified/Non-Exempt (M)

Job Summary

Supervise and direct installation and repairs on plumbing, heating, cooling and electrical systems. Supervise construction work as required. Inspect work done by contractors and subcontractors. Perform emergency mechanical repairs as needed. Order supplies as needed. Schedule repairs and construction to be done within budget constraints. Inspect environmental systems. Supervise, direct and inspect all repairs and installations as directed. Review work orders, set priorities, assign work to subordinate staff and report to Director.

~~*In the temporary absence of, or as directed by, the Facilities Maintenance Coordinator, the Building Maintenance Supervisor shall supervise all custodial staff (Custodians).~~

Job Domains

A. Equipment Maintenance

1. Responsible for installation and repairs on plumbing, electrical, HVAC, and refrigeration.
2. Supervise construction work for various projects as necessary.
3. Perform or supervise welding repairs on equipment as necessary.
4. Inspect plumbing, heating, cooling, and electrical systems.
5. Inspect fire protection equipment as necessary.

B. Management

1. Coordinate the work done by subcontractors and staff.
2. Order supplies required for building maintenance.
3. Schedule repairs to be completed on a daily basis within budget constraints.

C. Supervision

1. Plan, direct and supervise maintenance staff.
2. Provide technical assistance to contractors and purchasing as directed.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate with supervisor, subcontractors, and co-workers.
2. Math skills to take accurate measurements and perform multiplication and division.
3. Skills to complete order forms and progress reports accurately.
4. Skills to understand mechanical reports, blueprints, and wiring diagrams.
5. Knowledge of plumbing, heating, air conditioning and electrical systems.
6. Knowledge of materials and quantities necessary for maintaining county buildings.
7. Ability to inspect, diagnose problems, and complete repairs in a timely and effective manner.
8. Knowledge of basic carpentry.

Other Characteristics

1. Willingness to provide own hand tools.
2. Willingness to work non-standard hours.

Minimum Requirements

1. Possess a valid driver's license.
2. Minimum of six (6) years' experience in building maintenance field.
3. Must possess a HVAC Certification.

POSITION DESCRIPTION

Title: HVAC Preventive Maintenance Technician

Department: Building Maintenance

Job Analysis: October 2019

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

Relationships

Reports To: Building Maintenance Supervisor (or Facilities Maintenance Coordinator)

Subordinate Staff: None

Internal Contacts: All County Departments

External Contacts: Contractors, Building Material Suppliers, General Public

Status: Classified/Non-Exempt (L)

Job Summary

Under the direction of the Building Maintenance Supervisor, operate, maintain and repair all equipment used for heating, ventilation and air conditioning of county building equipment. Supervises HVAC work as required. Inspects work done by subcontractors. Performs emergency HVAC repairs, as needed. Orders supplies required for building maintenance. Schedules repairs to be done within budget constraints. Inspects environmental systems. Supervises, directs and inspects all repairs and installations as directed.

Job Domains

A. Equipment Maintenance

1. Responsible for repairs on the heating, cooling, and refrigeration systems in all county buildings.
2. Maintain and repair all HVAC equipment and components to manufactures recommendation, i.e. valves, motors, belts, bearings, filter, and lubrications etc.
3. Maintain heating systems and water heaters in county buildings.
4. Perform emergency repairs to air condition systems, water coolers, refrigerators, and freezers, as necessary.
5. Inspect plumbing, heating, cooling and electrical systems.
6. Perform other building maintenance as required.

B. Operations Management

1. Inspect work done by subcontractors as necessary.
2. Coordinate the work done by subcontractors and staff.
3. Order supplies required for building maintenance.
4. Schedule repairs to be completed on a daily basis within budget constraints.
5. Report to supervisor on progress of repair tasks.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate with supervisor, subcontractors, and co-workers.
2. Math skills to take accurate measurements and perform multiplication and division.
3. Skills to complete order forms and progress reports accurately.
4. Skills to understand mechanical reports, blueprints, and wiring diagrams.
5. Knowledge of plumbing, heating, air conditioning and electrical systems.
6. Knowledge of materials and quantities necessary for maintaining county buildings.
7. Knowledge of maintenance materials.
8. Ability to inspect, diagnose problems, and complete repairs in a timely and effective manner.
9. Knowledge of basic carpentry.

Other Characteristics

1. Willingness to provide own hand tools.
2. Willingness to work non-standard hours.

Minimum Requirements

1. Possess a valid driver's license.
2. Minimum of six (6) years experience in building maintenance field.

POSITION DESCRIPTION

Title: Plumbing Technician

Department: Building Maintenance

Job Analysis: October 2019

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

Relationships

Reports To: Building Maintenance Supervisor (or Facilities Maintenance Coordinator)

Subordinate Staff: None

Internal Contacts: All County Departments

External Contacts: Contractors, Building Material Suppliers, General Public

Status: Classified/Non-Exempt (L)

Job Summary

Under the direction of the Building Maintenance Supervisor, maintain, repair and/or replace damaged dish washer, broken pipes, clogged drains, sinks, toilets, tubs, and any pipe work as needed. Inspects work done by subcontractors. Performs emergency plumbing repairs, as needed. Orders supplies required for building maintenance. Schedules repairs to be done within budget constraints. Inspects environmental systems. Supervises, directs and inspects all repairs and installations as directed.

Job Domains

A. Equipment Maintenance

1. Responsible for repairs and installation on the plumbing systems such as sinks, toilets, tubs, and also install supports and hangers for plumbing fixtures and pipes in all county buildings.
2. Maintain plumbing systems in all county buildings.
3. Perform emergency repairs to plumbing systems, as necessary.
4. Inspect plumbing systems.
5. Perform other building maintenance as required.

B. Operations Management

1. Inspect work done by subcontractors as necessary.
2. Coordinate the work done by subcontractors and staff.
3. Order supplies required for building maintenance.
4. Schedule repairs to be completed on a daily basis within budget constraints.
5. Report to supervisor on progress of repair tasks.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate with supervisor, subcontractors, and co-workers.
2. Math skills to take accurate measurements and perform multiplication and division.
3. Skills to complete order forms and progress reports accurately.
4. Skills to understand mechanical reports, blueprints, and wiring diagrams.
5. Knowledge of all plumbing and piping systems.
6. Knowledge of materials and quantities necessary for maintaining county buildings.
7. Knowledge of maintenance materials.
8. Ability to inspect, diagnose problems, and complete repairs in a timely and effective manner.
9. Knowledge of basic carpentry.

Other Characteristics

1. Willingness to provide own hand tools.
2. Willingness to work non-standard hours.

Minimum Requirements

1. Possess a valid driver's license.
2. Minimum of six (6) years experience in building maintenance field.

POSITION DESCRIPTION

Title: ~~Administration/Records Manager~~ **Administrative Services Manager**

Department: Commission Administration

Job Analysis: 01/97, 01/01, 11/11, 09/14, 02/17, 09/17, 06/18, **10/19**

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

Relationships

Reports To: County Administrator

Subordinate Staff: **Assistant Administrative Services Manager, Administrative Support Specialist II, Administrative Support Specialist IV, Commission Executive Assistant,** Custodian (Commission Administration/ Bay Minette Custodial, Central Annex I, Fairhope Courthouse, Foley Courthouse)

Internal Contacts: County Commissioners and Other Departmental Personnel

External Contacts: General Public, various Government Officials, Vendors

Status: Classified/Exempt (EC-8)

Job Summary

Performs various administrative duties for the County Commission and additional duties as directed by the County Administrator. Oversees the day to day operations of the Commission Administration Offices and supervises the Commission Administration personnel at the Bay Minette Commission Office, Fairhope Courthouse, Foley Courthouse and Central Annex I.

Job Domains

1. Supervises the Commission Administration personnel at the Bay Minette Commission Office, Fairhope Courthouse, Foley Courthouse and Central Annex I.
2. Coordinates records management activities with Administration staff to ensure effective and efficient creation and maintenance of records.
3. Responsible for agenda management related activities (review, compilation and publishing of meeting agendas, recording proceedings for meetings and transcribing meeting minutes).

4. Coordinates with internal and external contacts regarding television production, closed captioning services, court reporting services, and local cable providers for meetings production.
5. Drafts, prepares and reviews agenda items, correspondence, legal advertisements, policies and procedures, reports, contracts, resolutions, proclamations, and other documents.
6. Manages content for the County Commission and Administration Department webpages and online calendars. Responsible for the content maintenance of various online public and internal document repositories.
7. Responsible for press releases/public notices as directed by the County Administrator and as requested by various county departments and/or other organizations. Responsible for distribution of related information on various media platforms.
8. Coordinates public records requests for the County Commission, communicating with the requestor and appropriate county departments regarding the compilation of records, information and billing. Provides information available to inquiries from general public.
9. Handles county alcohol license requests and oversees the application process under the responsibility of County Commission.
10. Assists County Administrator with voting administration and matters related to elections under the responsibility of the County Commission.
11. Performs research, prepares reports and provides other administrative/clerical assistance for the County Administrator as directed.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Ability to establish and maintain effective working relationships with supervisors, subordinates, and the general public.
2. Strong interpersonal and communication skills (both written and verbal) and the ability to communicate and work effectively with all levels of management, county departments and various agencies, elected officials and the public.
3. Strong organizational, time-management, problem solving, critical thinking, research, writing and proofreading skills.
4. Able to accurately edit and write materials for publication.
5. Skills to understand codes, regulations and policies.
6. Ability to handle multiple assignments and have knowledge of research procedures with the ability to document findings and provide reports.
7. A good working knowledge of general office practices, procedures, equipment and software.
8. The ability to take dictation and to type a minimum of sixty (60) words per minute within an acceptable standard of quality and accuracy.
9. Knowledge of County Commission activities.*

Other Characteristics

1. Willing to work overtime or non-standard hours when necessary.
2. Willing to travel for the purposes of professional development.
3. Ability to work under stress of recurring deadlines.

Minimum Qualifications

1. Bachelor's Degree in Public Administration or Business Administration or minimum of ten (10) years of related government administration/records experience.
2. Have a valid driver's license.

POSITION DESCRIPTION

Title: Administrative Support Specialist II

Department: Commission Administration

Job Analysis: October 2019

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

Relationships

Reports To: Assistant Administrative Services Manager and Administrative Services Manager

Subordinate Staff: N/A

Internal Contacts: General Public, Public Officers, Co-workers and Other Departmental Staff

Status: Classified/Non-Exempt (H)

Job Summary

The Administrative Support Specialist II for the Commission Administration Department serves to accomplish a myriad of clerical administrative and receptionist duties to assist the Administrative staff as assigned by the Assistant Administrative Services Manager, Administrative Services Manager and the County Administrator, with emphasis on general office organization, scheduling and calendars, data entry, and invoicing.

Job Domains

A. Reception and Referral

1. Greets visitors to the office, offers assistance/direction to appropriate personnel or departments and assures they are comfortable if they must wait, with emphasis on customer service.
2. Answers all incoming calls to the office and relays detailed information/messages accurately to the appropriate person/department.
3. Provides information to general inquiries.
4. Assists the public and discusses problems and complaints tactfully, courteously and effectively.

5. Effectively interfaces with all levels of management, co-workers, and general public to promote a positive relationship between the County Commission Office and the general public.

B. Clerical

1. Performs various clerical and secretarial duties as requested.
2. Prepares agenda items, correspondence, reports, contracts, resolutions, proclamations, and other documents, as requested.
3. Scans, copies, uploads, archives and files documents, maintaining a proper document filing system.
4. Maintains a filing system and properly disseminates, files and archives all incoming/outgoing correspondence, and other documentation related to the daily operations of the office.
2. Orders and maintains a proper inventory of office supplies and any other supplies as directed, maintaining proper purchasing and requisition files, with emphasis on organization, accuracy and timeliness.
3. Schedules meetings, coordinates travel reservations, training course registrations as requested and maintains multiple calendars.
4. Schedules and monitors vehicle maintenance and upkeep and maintains proper vehicle maintenance files for the Administration Department.
5. Enters work orders and maintains files for various building maintenance requests.
8. Assists with the application process for county alcohol licenses under the responsibility of County Commission.
12. Assists with scheduling for court reporter and coordination of various meeting calendars and transcripts.
13. Assists with uploading and publishing documents to various internal/external document libraries, with emphasis on timelines, organization and proper reporting.
14. Assists with billing/invoices of various vendors and maintains proper vendor files and Information, with emphasis on organization and accuracy.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Knowledge of basic high school mathematics, basic bookkeeping procedures and basic internet usage.
2. A good working knowledge of English grammar, composition, and spelling within acceptable standards of quality and accuracy.
3. A good working knowledge of general office practices, procedures, equipment and software (Microsoft Office, Adobe, email, *agenda management software).
4. Ability to take dictation and type a minimum of fifty (50) words per minute within an acceptable standard of quality and accuracy. Ability to communicate effectively and handle multiple assignments.
5. Ability to maintain effective and positive working relationships with public officers, supervisors, co-workers and general public.
6. Skills to read, understand and compile printed reports and research assignments.

7. *Knowledge of County Commission and meetings related activities.
8. *Notary Public in the State of Alabama (must be bondable).
9. Knowledge of filing procedures.
10. Knowledge and ability to operate office machinery, computers and general software.
11. Strong interpersonal and communication skills (both written and verbal) and the ability to communicate and work effectively in assisting other county departments, elected officials and the public.
12. Ability to be self-motivated, and have strong organizational and time-management skills, multitask and perform job duties under the stress of multiple, reoccurring deadlines.
13. Ability to quickly acclimate and re-direct focus of work, depending on changes of County Commission activities, meetings deadlines and changing work environment.

Other Characteristics

1. Willing to work overtime or non-standard hours when necessary.
2. Willing to work from multiple office locations as necessary.

Minimum Qualifications

1. Three (3) years of experience in administrative/secretarial related work.
2. Have a valid driver's license.
3. High school diploma or equivalent.

POSITION DESCRIPTION

Title: Administrative Support Specialist IV

Department: Commission Administration

Job Analysis: October 2019

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

Relationships

Reports To: Assistant Administrative Services Manager or Administrative Services Manager

Subordinate Staff: N/A

Internal Contacts: General Public, Public Officers, Co-workers and Other Departmental Staff

Status: Classified/Non-Exempt (J)

Job Summary

The Administrative Support Specialist IV for the Commission Administration Department serves to accomplish a myriad of clerical and administrative duties to assist the Assistant Administrative Services Manager and Administrative Services Manager with emphasis on agenda management, all meeting related activities and providing assistance to various other county departments related to the same.

Job Domains

A. Agenda Management

1. Assists with agenda management including reviewing of agenda items and related documents, compilation and publishing of meeting agendas and minutes, with emphasis on organization, accuracy and proper record keeping procedures.
2. Assists with recording proceedings for meetings, takes dictation/notes and transcribes and proofreads various meeting minutes and related documents, as requested.
3. Uploads and publishes documents to various internal/external document libraries, with emphasis on timelines, organization and proper reporting.
4. Provides assistance and guidance to various other County departments with meeting related agenda review and submission process, with emphasis in effective communication and responsiveness.
5. Assists with scheduling and organization of meetings and public hearings, pre and post meeting preparation work and assists with disseminating related information to staff, elected officials and various departments/agencies.

6. Assists with development of training materials and training of various departments' staff members on agenda drafting/submittal procedures and use of agenda software.

B. Clerical

1. Performs various administrative and secretarial duties for the Commission.
2. Maintains calendars, scheduling and communication for the office and/or staff and coordinates appointments, meetings, and events, as requested.
3. Prepares and reviews agenda items, correspondence, reports, contracts, resolutions, proclamations, and other documents.
4. Coordinates public hearings and newspaper advertisements.
5. Maintains a filing system and properly disseminates, files and archives all incoming/outgoing correspondence, and other documentation related to the daily operations of the office.
6. Accomplishes research as directed.
7. Assists with the application process for county alcohol licenses under the responsibility of the County Commission.
8. Assists with public notices and other information distributed to the public and/or media as directed by the Assistant Administrative Services Manager and/or Administrative Services Manager.
9. Scans, copies, uploads, archives and files documents, maintaining a proper document filing system.

C. Reception and Referral

1. Greets visitors to the office, offers assistance/direction to appropriate personnel or departments and assures they are comfortable if they must wait, with emphasis on customer service.
2. Answers all incoming calls to the office and relays detailed information/messages accurately to the appropriate person/department.
3. Provides information to general inquiries.
4. Assists the public and discusses problems and complaints tactfully, courteously and effectively.
5. Effectively interfaces with all levels of management, co-workers, and general public to promote a positive relationship between the County Commission Office and the general public.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught/provided on the job)

1. Knowledge of basic high school mathematics, basic bookkeeping procedures and basic internet usage.
2. A good working knowledge of English grammar, composition, and spelling within acceptable standards of quality and accuracy.
3. A good working knowledge of general office practices, procedures, equipment and software (Microsoft Office, Adobe, email, *agenda management software).
4. Ability to take dictation and type a minimum of fifty (50) words per minute within an acceptable standard of quality and accuracy. Ability to communicate effectively and handle multiple assignments.

5. Ability to maintain effective and positive working relationships with public officers, supervisors, co-workers and general public.
6. Skills to read, understand and compile printed reports and research assignments.
7. *Knowledge of County Commission and meetings related activities.
8. *Notary Public in the State of Alabama (must be bondable).
9. Knowledge of filing procedures.
10. Knowledge and ability to operate office machinery, computers and general software.
11. Strong interpersonal and communication skills (both written and verbal) and the ability to communicate and work effectively in assisting other county departments, elected officials and the public.
12. Ability to be self-motivated and use independent judgement to gather, manage and impart information in a timely manner.
13. Ability to multitask and perform job duties under the stress of multiple, reoccurring deadlines.
14. Ability to quickly acclimate and re-direct focus of work, depending on changes of County Commission activities, meetings deadlines and changing work environment.
15. Strong organizational, time-management, problem solving, critical thinking, research, writing and proofreading skills.

Other Characteristics

1. Willing to work overtime or non-standard hours when necessary.
2. Willing to travel for the purposes of professional development.

Minimum Qualifications

1. Minimum of five (5) years of experience in administrative/secretarial related work.
2. Have a valid driver's license.
3. High school diploma or equivalent.

POSITION DESCRIPTION

Title: ~~Assistant Administration/Records Manager~~ Assistant
Administrative Services Manager

Department: Commission Administration

Job Analysis: 11/11, 09/14, 02/17, 09/17, 10/19

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

Relationships

Reports to: Administrative Services Manager

Subordinate Staff: Administrative Support Specialist II, Administrative Support Specialist IV (*see note below)

Internal Contacts: County Commissioners and Other Departmental Personnel

External Contacts: General Public, various Government Officials, Vendors

Status: Classified/Exempt (EC-7)

Job Summary

Performs various administrative and secretarial duties for the County Commission and additional duties as directed by the Administrative Services Manager. Assists with the day to day operations of the Commission Administration Offices, with emphasis on all agenda and meeting management related duties and supervises the Administrative Support Specialist II and Administrative Support Specialist IV.

*In the temporary absence of, or as directed by the Administrative Services Manager, the Assistant Administrative Services Manager supervises the Commission Executive Assistant, Custodian (Commission Administration/ Bay Minette Custodial, Central Annex I, Fairhope Courthouse, Foley Courthouse)

Job Domains

1. Supervises the Administrative Support Specialist II and Administrative Support Specialist IV.
2. Performs various administrative and secretarial duties for the Commission.
3. Assists with records management activities to ensure effective and efficient creation and maintenance of records.
4. Schedules and coordinates events and assists with meeting preparation.

5. Assists with agenda management related activities (review, compilation and publishing of meeting agendas, recording proceedings for meetings and transcribing meeting minutes).
6. Records proceedings for meetings, takes dictation/notes and transcribes various meeting minutes.
7. Prepares and reviews agenda items, correspondence, reports, contracts, resolutions, proclamations, and other documents.
8. Assists with content maintenance of various online public and internal document repositories.
9. Assists with press releases/public notices as directed by the Administrative Services Manager and as requested by various county departments and/or other organizations. Distributes related information on the Commission's social media outlets.
10. Assists with coordination of public records requests for the County Commission and provides information available to inquiries from general public.
11. Handles county alcohol license requests and assists with the application process under the responsibility of County Commission.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Ability to establish and maintain effective working relationships with supervisors, subordinates, and the general public.
2. Strong interpersonal and communication skills (both written and verbal) and the ability to communicate and work effectively with all levels of management, county departments and various agencies, elected officials and the public.
3. Strong organizational, time-management, problem solving, critical thinking, research, writing and proofreading skills.
4. Able to accurately edit and write materials for publication.
5. Skills to understand codes, regulations and policies.
6. Ability to handle multiple assignments and have knowledge of research procedures with the ability to document findings and provide reports.
7. A good working knowledge of general office practices, procedures, equipment and software.
8. The ability to take dictation and to type a minimum of sixty (60) words per minute within an acceptable standard of quality and accuracy.
9. Knowledge of County Commission activities.*

Other Characteristics

1. Willing to work overtime when necessary or non-standard hours when necessary.
2. Willing to travel for the purposes of professional development.
3. Ability to work under stress of recurring deadlines.

Minimum Requirements

1. Minimum of five (5) years of administrative/records and secretarial experience in administrative related field. Bachelor's Degree in Public Administration or Business Administration preferred but not required.
2. High school or equivalent required.
3. Have a valid driver's license.

POSITION DESCRIPTION

Title: Commission Executive Assistant

Department: Commission Administration
(Bay Minette, Fairhope, Foley, Central Annex)

Job Analysis: October 2019

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

Relationships

Reports To: Administrative Services Manager (or Assistant Administrative Services Manager)

Subordinate Staff: Custodians (in conformance with this position description)

Internal Contacts: General Public, Public Officers, and Co-workers

Status: Classified/Non-Exempt (J)

Job Summary

The Commission Executive Assistant for the Commission Administration Department serves to accomplish a myriad of clerical administrative duties to assist the Baldwin County Commissioners and as assigned by the Administrative Services Manager or the County Administrator. The position serves as a facility coordinator for the building/grounds and supervises the custodial staff in the facility/facilities.

Job Domains

A. Facility Coordinator

1. Coordinates operations of the primary workplace facility, if applicable, or as requested by the Administrative Services Manager or County Administrator.
2. Oversees and coordinates general day-to-day facility operations with facility tenants, Public Officers and the public with kindness, professionalism, tact and with a strong emphasis on responsiveness and customer service.
3. Supervises custodians only at the primary workplace, if applicable, or as requested by the Administrative Services Manager or County Administrator.
4. Maintains office and cleaning supplies inventory and prepares requisitions for the same. (Spending authorization will always be applicable as approved by the Administrative Services Manager or County Administrator and on file in the Budget/Purchasing office).
5. Regularly inspects the facilities for maintenance and cleanliness.

6. Coordinates building maintenance/grounds upkeep for assigned facilities and communicates necessary information related to building/grounds maintenance with facility tenants and appropriate contact persons, with emphasis on responsiveness.
7. Responsible for reservations of the public meeting rooms in the facility and coordination of meeting/event requests.
8. Monitors fuel tank levels and orders fuel (if applicable) for the facility.
9. Responsible for the dissemination of mail (internal and external) to all offices and tenants in the facility and the mail room equipment maintenance, if applicable.
10. Maintains current files/contact lists on facility tenants and conducts annual meetings for tenants regarding safety and emergency procedures for the facility.
11. Serves as a shelter manager for the facility (if applicable) when the facility is used as an electrical support shelter (shelter of last resort).

B. Administrative/Clerical Assistance to a County Commissioner

1. Performs various administrative and secretarial duties for the Commissioners.
2. Maintains calendars, scheduling, communication and coordination of appointments, meetings, travel reservations and events for the Commissioners.
3. Maintains a filing system for the Commission Office, with emphasis on organization.
4. Properly disseminates, files and archives all incoming/outgoing correspondence requisitions/invoices for purchases, Commissioners' expense reports and travel documents, and other documentation related to the daily operations of the office.
5. Drafts routine correspondence and emails as requested by Commissioners and communicates with various agencies, departments and the general public for the Commissioner, as requested, with professionalism, tact and with a strong emphasis on responsiveness and customer service.
6. Effectively interfaces with all levels of management, elected officials, various departments/agencies, and the general public to promote professional relationships and positive image for the County Commission Office.

C. Administrative/Clerical – General

1. Submits agenda items for meetings and assists with meeting preparation as assigned.
2. Assists with recording proceedings for meetings, takes dictation/notes and transcribes and proofreads various meeting minutes, as requested.
3. Prepares and reviews agenda items, correspondence, reports, contracts, resolutions, proclamations, and other documents, as requested.
4. Accomplishes research as directed.
5. Assists with the application process for county alcohol licenses under the responsibility of County Commission, as requested.

D. Reception and Referral

1. Greets visitors to the office, offers assistance/direction to appropriate personnel or departments and assures they are comfortable if they must wait, with emphasis on customer service.
2. Answers all incoming calls to the office and relays detailed information/messages accurately to the appropriate person/department.

3. Provides information to general inquiries.
4. Assists the public and discusses problems and complaints tactfully, courteously and effectively.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught/provided on the job)

1. Knowledge of basic high school mathematics, basic bookkeeping procedures and basic internet usage.
2. A good working knowledge of English grammar, composition, and spelling within acceptable standards of quality and accuracy.
3. A good working knowledge of general office practices, procedures, equipment and software (Microsoft Office, Adobe, email, *agenda management software).
4. Ability to take dictation and type a minimum of fifty (50) words per minute within an acceptable standard of quality and accuracy.
5. Ability to maintain effective and positive working relationships with public officers, facility tenants, supervisors, co-workers and general public.
6. Skills to read, understand and compile printed reports and research assignments.
7. *Knowledge of County Commission activities.
8. *Notary Public in the State of Alabama (must be bondable).
9. Knowledge of filing procedures.
10. Knowledge and ability to operate office machinery, computers and general software.
11. Strong interpersonal and communication skills (both written and verbal) and the ability to communicate and work effectively in assisting other county departments, elected officials and the public.
12. Must be self-motivated and have the ability to use independent judgement to gather, manage and impart information in a timely manner as requested.
13. Ability to multitask and perform job duties under multiple, reoccurring deadlines.
14. Ability to quickly acclimate and re-direct focus of work, depending on changes of County Commission activities and changing work environment.
15. Strong organizational and time-management skills.

Other Characteristics

1. Willing to work overtime or non-standard hours when necessary.
2. Willing to travel for the purposes of professional development.
3. Ability to work under stress of multiple, reoccurring deadlines.

Minimum Qualifications

1. Minimum of five (5) years of experience in administrative/secretarial related work.
2. Have a valid driver's license.
3. High school diploma or equivalent.

POSITION DESCRIPTION

Title: Administrative Support Specialist IV

Department: Council on Aging

Date: October 2019

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

Relationships

Reports To: Council on Aging Coordinator

Subordinate Staff: *Case Manager, Center Manager, OAIIV, Senior AIDES, Case Worker, Mature Staffing * In the temporary absence of, or as directed by, the Council on Aging Coordinator, the Administrative Support Specialist IV shall supervise all staff.

Internal Contacts: Council on Aging Coordinator, Center Managers, Volunteers, Senior Aides, Case Managers, Case Workers

External Contacts: A.A.A. Staff and other agencies and resources relating to the senior population.

Status: Classified/Non-Exempt (J)

Job Summary

Duties include secretarial, bookkeeping and supervising staff. Provide information and referrals as needed for general inquiries. Prepares bank deposits, assists with annual budget reports. Applies for Title III grant to secure funding for COA programs and staff. Prepares monthly reports of expenditures and request for payment to South Alabama Regional Planning Commission. Creates reports and correspondence as needed. Prepares agenda items and performs follow up tasks as required. Assist with outreach preparation and budget items as needed. Maintain Council on Aging website information. Provide public educational and outreach items for social media. Maintain Council on Aging organizational chart and job descriptions. Attend Safety meetings and coordinate/distribute safety materials as needed. Prepare COA Staff meeting agenda/minutes as needed. Assist with staff timecards in absence of Coordinator. Coordinate Older American Day picnic and special events as needed. Seeks donations to fund special events. Responsible for maintaining office supplies, maintenance of vehicles. Coordinate repairs and maintenance of S.A.I.L. Center. Provide support at S.A.I.L. Center as needed. Submits work orders for maintenance/CIS repairs and projects. Coordinate use of legal/conference room. Works with AARP, coordinating use of office during tax season.

Compiles units of service data for all staff and logs information with the Alabama Information Management System (AIMS) on a monthly basis. Coordinates Indigent Cremation/Burial application process, meets with families and gather supporting documentation for the program. Coordinates pickup of body and receipt of cremains with Coroner's Office. Process payment request for indigent services. Responsible for petty cash funds and monthly reporting. Aides in distribution of Senior Christmas gifts and food bags. Order craft/ceramic supplies maintain purchase orders and requisition files. Report time and attendance records for Senior AIDE staff. Oversees donation and distribution of donated medical equipment and supplies. Provides support to COA Coordinator as needed. Provide Notary services for items prepared by State Legal Service provider. Support staff and oversee training requirements. Help to ensure staff work and promote good working standards. Attend meetings when required.

*In the temporary absence of, or as directed by, the Council on Aging Coordinator, the Administrative Support Specialist IV shall supervise all staff.

Job Domains

A. Record Keeping

1. Organizes and maintains office supplies.
2. Records and documents petty cash funds.
3. Seek donations for special programs and record deposits.

B. Reception and Referral

1. Answers telephone, providing general information and referral assistance.
2. Greets visitors, provide assistance and information relating to the elderly.

Knowledge, Skills, and Abilities

1. Knowledge of principles and procedures of record keeping.
2. Knowledge of current office procedures, methods, and computer equipment.
3. Ability to learn departmental programs, policies, and procedures.
4. Ability to maintain accurate records and meet deadlines.
5. Ability to deal with the elderly and general public in a courteous and polite manner.
6. Ability to follow written and oral instructions.
7. Establish and maintain cooperative working relationships with those in course of work.
8. Knowledge and ability to operate office machinery, computer and general software.

Other Requirements

1. Must have own transportation.
2. Be willing and available to attend training related to job.
3. Be responsible for keeping accurate time sheets.
4. Help coordinate new programs.

Minimum Requirements

1. Must possess and maintain valid driver's license.
2. Two-year degree or five-year work-related experience or combination of both.

POSITION DESCRIPTION

Title: Case Manager

Department: Council on Aging

Job Analysis: November 1, 2011; September 18, 2014; **October 2019**

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

Relationships

Reports To: Council on Aging Coordinator

Subordinate Staff: None

Internal Contacts: Administrative Support Specialist IV, Center Managers, Case Workers, Volunteers, Senior Aides, Office Assistant

External Contacts: Alabama Department of Senior Services, Social services and other agencies and resources relating to the senior population.

Status: Classified/Non-Exempt **(I)**

Job Summary

Nature of Work: Responsible, professional case management, administering to the needs of elderly individuals. Providing scheduling, training and monitoring quality of work of subordinate staff. Coordinate emergency service with other service agencies. Promote Council on Aging programs. Maintain productive professional networking relationships.

Serve as first point of contact for new clients and develop case plans. Assess needs and delivery of services through available resources. Provide information and referrals. Create and maintain client files. Make in-home case management visits as needed. Address legal/financial/abuse/neglect issues and coordinate services with DHR, County Conservator and other professionals needed to secure assistance. Serves as client advocate, provide assistance from governmental and private agencies. Responsible for locating available known resources within family, community and other service agencies. Provide insurance assessments and benefit checkups. Provide work schedules, training and monitors quality of subordinate staff's work. Manage and evaluate clients for the Frozen Meal, S.A.I.N.T.S. and Telephone Reassurance Programs. Initiate contact of case services needed and secure services. Represent, COA on committees, serving as COA representative to the local V.O.A.D. program, seeking to secure aid

for the elderly. In the event of a disaster, Case Manager serves as a Long-Term Recovery case manager, evaluating seniors needs and coordinating with local agencies and volunteers to meet those needs. Evaluates and coordinates frozen meals delivery for Baldwin County. Coordinates Medicaid Waiver referrals. Actively involved with the Ozanam Charitable Pharmacy program and evaluates clients in need of prescription assistance not available through the pharmaceutical companies. Assists Seniors in sorting through Medicare Part D providers and provides information on the various options available. Assists with enrollment if necessary. Supervise COA Case Workers, reviewing cases, keeping information updated on new programs and changes to existing programs. Coordinates emergency services with other agencies. Provide community outreach, distribute and promote program information. Holds public education events for local civic groups and organizations; health fairs, presentations upon request. Educate area medical professionals on COA programs possibly benefitting their patients. Case Manager works under the direction and supervision of Baldwin County Council on Aging Coordinator and is evaluated through periodic review of case records and reports.

Job Domain

A. Case Management

1. Identifies possible clients through referrals and various means of communication.
2. Determines financial eligibility for government, private and community resources.
3. Develops a care plan designed to satisfy clients' needs.
4. Monitors services delivered to clients to assure appropriateness and adequacy of service.
5. Maintains files and complete records and detailed work schedule.
6. Plans, organizes, and coordinates volunteers, provides training and placement with compatible clients or positions.
7. Evaluates progress toward the achievement of goals established by the care plan and makes necessary adjustments.
8. Performs other duties as assigned.
9. Refers clients to other agencies, coordinates service with public, private and community agencies.
10. Work closely with DHR, to resolve legal/financial/abuse issues.

Knowledge, Skills, and Abilities

1. Knowledge of principles and procedures of record keeping.
2. Knowledge of current office procedures, methods, and computer equipment.
3. Ability to learn departmental programs, policies, and procedures.
4. Ability to maintain accurate records and meet program deadlines.
5. Ability to plan, organize and prioritize case loads.
6. Ability to communicate clearly and effectively orally with staff and clients, orally and in writing.
7. Ability to establish and maintain cooperative working relationships with those contacted in the course of work.

Other Characteristics

1. Must have own transportation.
2. Be willing and available to attend training related to job.
3. Be responsible for keeping accurate time sheets.

Minimum Qualifications

1. Valid Alabama driver's license.
2. Five (5) years active employment with any combination of training and experience in community service or a closely related field preferred.

POSITION DESCRIPTION

Title: Case Worker

Department: Council on Aging

Job Analysis: October 2019

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

Relationships

Reports To: Council on Aging Coordinator

Subordinate Staff: None

Internal Contacts: Chief Administrative Assistant, Case Manager, Office staff

External Contacts: A.A.A. Staff and other agencies and resources relating to the senior population. Doctors and their staff, Pharmaceutical Representatives

Status: Classified/Non-Exempt (H)

Job Summary

Create and update client files. Document contact with client, caretakers, doctor's offices and pharmaceutical companies and charitable pharmacy. Obtain necessary documentation for filing of prescription assistance applications. Reorder medications as requested. Follow up with clients to maintain current client information. Provide Insurance counseling, assessments and benefit checkups. Provide clients with referrals and resource information. Locate resources within family, community and service agencies. Provide assistance with government and private programs. Keep current on new Medicare/Social Security information as it becomes available. Attend training sessions. Provide Community outreach, distribute and promote program information. Serves as back up to Case Manager for new and existing clients. Assist with special events.

Job Domains

A. Case Work

1. Organize and maintain client files.
2. Document client contacts, insurance counseling, benefit checkups.
3. Provides Insurance assessments.

4. Conduct Benefit Checkups
5. Refer clients to other agencies, coordinates service with public, private and community agencies.
6. Follow up with clients.

Knowledge, Skills, and Abilities

1. Knowledge of principles and procedures of record keeping.
2. Knowledge of current office procedures, methods, and computer equipment.
3. Ability to learn departmental programs, policies, and procedures.
4. Ability to maintain accurate records and meet deadlines.
5. Ability to deal with the elderly and general public in a courteous and polite manner.
6. Ability to follow written and oral instructions.
7. Establish and maintain cooperative working relationships with those in course of work.

Other Characteristics

1. Must have own transportation.
2. Be willing and available to attend training related to job.
3. Be responsible for keeping accurate time sheets.

Minimum Qualifications

1. Must possess and maintain valid driver's license.

POSITION DESCRIPTION

Title: Council on Aging Coordinator

Department: Council on Aging

Job Analysis: March 2012, September 2014, September 2018, Oct 2019

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

Relationships

Reports To: County Administrator

Subordinate Staff: Administrative Support Specialist IV, Case Manager, Case Workers, Center Manager/Activities Coordinator, Office Assistant IV, Homebound Meals Driver, Program Support Specialist, Volunteers, Senior Aides,

Internal Contacts: Council on Aging staff, County Employees

External Contacts: South Alabama Regional Planning Commission, State Department of Senior Services, Current contracted food service vendor Auburn University Social Services and other resources related to the senior population.

Status: Classified/Exempt (EC-8)

Job Summary

The COA Coordinator shall be responsible for providing guidance, development, direction, cooperation, and supervision of activities related to the implementation and operation of programs for older persons in Baldwin County. The COA Coordinator will promote senior programs, services, information and referral, outreach, advocacy, technical assistance and coordinate community resources for seniors. The COA Coordinator will network with other agencies and departments to meet the needs of the elderly. The Coordinator supervises nutritional center managers, senior aides, office assistant, case manager, mature staffers and volunteers. The director will assist the State Department of Senior Services and South Alabama Regional Planning Commission/Area Agency on Aging with special projects as needed.

Job Domains

A. Support & Development

1. Supervise and coordinate agency procedures, programs and services.
2. Create and implement service programs
3. Monitor subordinate staff.
4. Monitor services delivered to clients to assure appropriateness and adequacy of service.
5. Plans, organizes, and coordinates staff, assigning new programs/tasks as needs arise.
6. Develop programs and modification of existing programs, locate funding.
7. Provide good community relations through membership in professional organizations, interagency collaborations and councils related to aging.
8. Performs other duties as assigned.
9. Conduct educational presentation to increase public awareness of the Council on Aging's programs.

Knowledge, Skills, and Abilities

1. Knowledge of issues affecting Senior Citizens.
2. Become knowledgeable and implement departmental programs, policies, and procedures.
3. Ability to maintain accurate records and meet program deadlines.
4. Ability to plan, organize and prioritize the needs of seniors.
5. Ability to communicate clearly and effectively orally with staff and clients, orally and in writing.
6. Ability to establish and maintain cooperative working relationships with Federal, State and Local agencies.

Minimum Requirements

1. Valid driver's license or ability to obtain suitable alternate transportation.
2. Five (5) years active employment with any combination of training and experience in community service, Senior related field or a closely related field preferred.

POSITION DESCRIPTION

Title: Horticulturist

Department: Parks Department

Job Analysis: January 2013, August 2015, October 2019

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

Relationships

Reports to: County Administrator

Subordinate staff: Parks Supervisor, Parks Personnel

Internal contacts: County Employees

External Contacts: Courthouse Personnel, General Public, State Highway Department and other state and local officials, attorneys, vendors, utility boards, and developers

Status: Classified/Exempt (EC-8)

Job Summary

Provide professional level expertise and leadership in planning, coordinating, implementing, and maintaining various projects involving trees, shrubs, and other plants. Provide professional maintenance to county facilities, lawns and shrubs. Supervise inmate crews in accomplishing jobs.

Job Domains

1. Direct and coordinate projects relating to trees, shrubs, other plants, and lawns.
2. Provide professional expertise and leadership in planning, coordinating, implementing, and maintaining various projects involving trees, shrubs, and other plants.
3. Prepare special plans for various forest and landscaping projects as directed by the County Engineer.
4. Formulate a comprehensive (long-range) plan for the development of the Baldwin County Parks County grounds.
5. Responsible for supervising workers in planning and maintenance on County lawns, parks, trees, and shrubs.
6. Work to stay within budgeted amounts.

Knowledge, Skills and Abilities

1. Knowledge of professional planning, implementation and maintenance for various lawns, shrubs, trees and landscaping projects.
2. Verbal and presentation skills to interact with the public and various departments.
3. Ability to supervise workers in maintenance projects.
4. Ability to properly water, prune and otherwise maintain trees, shrubs and plants.
5. Ability to properly plant trees, shrubs and other plants required in landscaping.
6. Ability to walk, stoop and bend.
7. Ability to lift fifty (50) pounds, unassisted.
8. Ability to work in adverse weather conditions.
9. Knowledge of computer data storage/retrieval.
10. Ability to use shovel, pruning saw, shears, loppers, rake, hoe, Maddox watering device, ladders, etc.

Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to attend meetings and other work related activities.

Minimum Requirements

1. College degree in landscaping, horticulture, or similar area of concentration.
2. Possess a valid driver's license.

POSITION DESCRIPTION

Title: Landscape Technician I

Department: Parks Department

Job Analysis: Jan 2012, Sept 2017, Feb 2019, May 2019, Oct 2019

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

Relationships

Reports to: Crew Chief, Parks Supervisor, Horticulturist, County Administrator, dotted line to Director of Archives and History as directed

Subordinate staff: Department of Corrections inmates

Internal contacts: Area Supervisors, and County Employees

External contacts: General Public, State and Federal Officials

Status: Classified/Non-Exempt (G)

Job Summary

Performs a variety of unskilled and semi-skilled tasks in the security of inmates assigned to the Baldwin County Commission for work detail and a variety of unskilled and semi-skilled tasks in the maintenance and operations of recreation buildings, grounds, open spaces, and parks. An employee in this position could be responsible for security of the Department of Corrections work crew. Work involves some clerical functions associated with reports. All work is performed in accordance with Departmental rules, regulations, and instructions. Work involving Department of Corrections work crews is performed under the guidelines of the Department of Corrections.

Job Domains

1. Mows and maintains park and open space areas, mows weed; maintains sprinkler systems and assists in the repair and installation of sprinkler lines and heads.
2. Sweeps, washes, paints, and repairs, or replaces playground equipment, park tables, and slabs.
3. Performs routine maintenance on lawn and power equipment.
4. Plants lawns, trees, shrubs, and flowers.

5. Carries out the seeding, fertilizing, top dressing, soil conditioning, watering, and the pest and weed control of the county parks and open spaces.
6. Maintains and adjusts specialized turf care equipment and tools, including electric motors, pumps, sprinklers, tractors, mowers, and irrigation systems.
7. Operates tractor, mowers, trucks, steam cleaners, buffers, washers, and other listed equipment as needed.
8. Maintains current skills and knowledge in the proper and safe techniques of building and grounds maintenance functions.
9. Performs custodial work as assigned including changing light bulbs and fluorescent tubes; sweeping floors; vacuuming carpets, mopping, shampooing and steaming carpets; buffing non-carpeted areas' dumping garbage and relining cans with liners' sweeping; washing windows, walls, metal and woodwork; cleaning rain gutters; sweeping roofs; and cleaning restrooms.
10. Occasional clerical work needed for routine reports and evaluations.
11. Collects and disposes of solid waste from buildings and grounds; picks up litter from premises.
12. Opens and closes, locks and unlocks facilities as needed.
13. Assists in setting up and taking down equipment for various park and recreation programs. Prepares facilities for park and recreation program use.
14. Assists in the construction of new parks facilities including clearing, grading, drainage, and foundation work.

Knowledge, Skills, and Abilities

1. Some knowledge of equipment, materials, and supplies used in building and grounds maintenance.
2. Some knowledge of equipment and supplies used to do minor repairs.
3. Some knowledge of applicable safety precautions.
4. Skill in operating the tools and equipment listed below.
5. Ability to work independently and to complete daily activities according to work schedule.
6. Ability to communicate orally and in writing.
7. Ability to use equipment and tools properly and safely.
8. Ability to understand, follow, and transmit instructions.
9. Ability to establish effective working relationships with employees, supervisors, and the public to communicate information clearly and correctly to supervisor and co-workers; give information over radio and telephone.
10. Writing skills to clearly and neatly complete and maintain logs, records, report, routine forms, bonds, and booking cards.

Tools and Equipment Used

Pick up truck; lawn and landscaping equipment including tractors, mowers, airifier, chainsaw, edgers, weed trimmers, electric motors, pumps, sprinklers, and irrigation systems; miscellaneous hand and power tools for turf maintenance, carpentry, painting, plumbing, electrical, and cement

finishing work; janitorial equipment including floor buffers, steam cleaner, carpet cleaners, washers, vacuums, mops, and dusting equipment.

Physical Demands and Work Environment

While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently requires standing, walk, and use hands to finger, handle, feel or operate objects, tools, or controls. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear, and type on computers.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee regularly works near moving mechanical parts in outside weather conditions. The employee occasionally works in high, precarious places and is frequently exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, and vibration. The employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is occasionally loud in this field.

Minimum Qualifications

1. Have a valid driver's license and be insurable by the County's insurance standards.
2. Obtain Class "B" CDL with air brakes and passenger endorsement for passengers. Must obtain CDL within six (6) months, if deemed necessary by existing immediate supervisor.
3. Any combination of education and experience which demonstrates the knowledge and experience to perform the work.

POSITION DESCRIPTION

Title: Landscape Technician II

Department: Parks Department

Job Analysis: September 2017, February 2019, May 2019, Oct 2019

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

Relationships

Reports to: Parks Supervisor, Horticulturist, County Administrator, dotted line to Director of Archives and History as directed

Subordinate staff: Crew assigned by Supervisor, Department of Corrections inmates

Internal contacts: Area Supervisors, and County Employees

External contacts: General Public, State and Federal Officials

Status: Classified/Non-Exempt (H)

Job Summary

Performs a variety of tasks in the security of inmates assigned to the Baldwin County Commission for work detail and a variety of tasks in the maintenance and operations of recreation buildings, grounds, open spaces, and parks. An employee in this position could be responsible for security of the Department of Corrections work crew. Work involves some clerical functions associated with reports. All work is performed in accordance with Departmental rules, regulations, and instructions. Work involving Department of Corrections work crews is performed under the guidelines of the Department of Corrections. Assists in overseeing performance and training of Landscape Technician I. Must be able to serve as crew leader for operations as directed.

Job Domains

1. Mows and maintains park and open space areas, mows weed; maintains sprinkler systems and assists in the repair and installation of sprinkler lines and heads.
2. Sweeps, washes, paints, and repairs, or replaces playground equipment, park tables, and slabs.
3. Performs routine maintenance on lawn and power equipment.
4. Plants lawns, trees, shrubs, and flowers.

5. Carries out the seeding, fertilizing, top dressing, soil conditioning, watering, and the pest and weed control of the county parks and open spaces.
6. Maintains and adjusts specialized turf care equipment and tools, including electric motors, pumps, sprinklers, tractors, mowers, and irrigation systems.
7. Operates tractor, mowers, trucks, steam cleaners, buffers, washers, and other listed equipment as needed.
8. Maintains current skills and knowledge in the proper and safe techniques of building and grounds maintenance functions.
9. Performs custodial work as assigned including changing light bulbs and fluorescent tubes; sweeping floors; vacuuming carpets, mopping, shampooing and steaming carpets; buffing non-carpeted areas' dumping garbage and relining cans with liners' sweeping; washing windows, walls, metal and woodwork; cleaning rain gutters; sweeping roofs; and cleaning restrooms.
10. Occasional clerical work needed for routine reports and evaluations.
11. Collects and disposes of solid waste from buildings and grounds; picks up litter from premises.
12. Opens and closes, locks and unlocks facilities as needed.
13. Assists in setting up and taking down equipment for various park and recreation programs. Prepares facilities for park and recreation program use.
14. Assists in the construction of new parks facilities including clearing, grading, drainage, and foundation work.

Knowledge, Skills, and Abilities

1. Some knowledge of equipment, materials, and supplies used in building and grounds maintenance.
2. Some knowledge of equipment and supplies used to do minor repairs.
3. Some knowledge of applicable safety precautions.
4. Skill in operating the tools and equipment listed below.
5. Ability to work independently and to complete daily activities according to work schedule.
6. Ability to communicate orally and in writing.
7. Ability to use equipment and tools properly and safely.
8. Ability to understand, follow, and transmit instructions.
9. Ability to establish effective working relationships with employees, supervisors, and the public to communicate information clearly and correctly to supervisor and co-workers; give information over radio and telephone.
10. Writing skills to clearly and neatly complete and maintain logs, records, report, routine forms, bonds, and booking cards.

Tools and Equipment Used

Pick up truck; lawn and landscaping equipment including tractors, mowers, airifier, chainsaw, edgers, weed trimmers, electric motors, pumps, sprinklers, and irrigation systems; miscellaneous hand and power tools for turf maintenance, carpentry, painting, plumbing, electrical, and cement

finishing work; janitorial equipment including floor buffers, steam cleaner, carpet cleaners, washers, vacuums, mops, and dusting equipment.

Physical Demands and Work Environment

While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently is required to stand, walk, and use hands to finger, handle, feel or operate objects, tools, or controls. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear, and type on computers.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee regularly works near moving mechanical parts in outside weather conditions. The employee occasionally works in high, precarious places and is frequently exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, and vibration. The employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is occasionally loud in this field.

Minimum Qualifications

1. Have a valid driver's license and be insurable by the County's insurance standards.
2. Obtain Class "B" CDL with air brakes and passenger endorsement for passengers. Must obtain CDL within six (6) months, if deemed necessary by existing immediate supervisor.
3. Any combination of education and three (3) years' experience preferred, which demonstrates the knowledge and experience to perform the work.

POSITION DESCRIPTION

Title: Mechanic II

Department: Parks Department

Job Analysis: February 2019, October 2019

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

Relationships

Reports To: Traffic Operations Manager, Horticulturist, County Administrator

Subordinate Staff: Shop help assigned by Supervisor

Other Internal Contacts: Operation Support Specialist II, Engineering, Equipment Manager, County Purchasing Officer

External Contacts: Equipment Suppliers, Parts Suppliers, General Public

Status: Classified/ Non-Exempt (J)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel powered automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment.

Job Domains

A. Automotive Repair and Maintenance

1. Tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, and replacement of coil, condenser, and breaker points.
2. Removes and disassembles major units such as engine, transmission, differential; inspects parts for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors and pumps.
5. Rewires ignition system, lights and instrument panel.
6. Realigns and adjusts brakes, repairs or replaces shock absorbers.

7. Replaces and adjusts headlights, and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.
8. Performs additional repairs as needed.
9. Performs routine maintenance and repairs on bucket trucks as needed.

B. Heavy and Light Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds and maintains heavy/light construction equipment such as asphalt spreader, rollers, paint truck, tractors, bat wings, lawn mowers, weed eaters, pressure washers, small engines, etc.
2. Replaces defective engines and subassemblies.
3. Replaces or repairs major components, attachments or implements such as blades, tracks, compressors, etc.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as needed.
6. Tests repaired equipment to ensure operating efficiency.
7. Makes recommendations to supervisor concerning specification requirements for bidding and purchasing of new equipment.
8. Ensures Vehicle / Equipment fleet is kept in safe operational working order.
9. Ensures all Vehicles/Equipment in fleet receive routine maintenance on schedule.
10. Ensures accurate records are maintained for repairs/maintenance performed on all Vehicles/Equipment.

Knowledge, Skills, and Abilities

1. Verbal skills to communicate information to supervisors, co-workers, and vendors.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy/light construction equipment.
10. Knowledge of safety rules, including accident causes and prevention.
11. Knowledge of first aid procedures.

12. Ability to work independently without close supervision
13. Knowledge of county policies, procedures and rules.
14. Knowledge of/and has ability to work on Tier 4 engine component.
15. Required to wear uniforms as directed by County Engineer.

Physical Characteristics

1. See well enough to read regular print and numbers without error or transposition and inspect small parts.
2. Hear well enough to talk on telephone, to determine mechanical problems.
3. Speak clearly enough to communicate information to helper.
4. Use of hands and fingers to write, to use tools.
5. Strength to lift 50 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body movement to climb on top of or crawl under various types of equipment.

Minimum Qualifications

1. Willing to work overtime and weekends in emergencies.
2. Have a valid commercial driver's license. (CDL – Class A).
3. Willing to travel to pick up parts, materials and gather quotes out of area.
4. Experience in automotive and heavy equipment repairs and maintenance.

POSITION DESCRIPTION

Title: Parks Supervisor

Department: Parks Department

Job Analysis: January 2013, October 2019

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

Relationships

Reports to: Horticulturist, County Administrator

Subordinate staff: Parks Personnel

Internal contacts: Area Supervisors and County Employees

External contacts: General Public, Suppliers, State and Federal Officials

Status: Classified/Exempt (EC-07)

Job Summary

Responsible for directing the activities of the Parks crew. Work involves supervision of several types of heavy equipment operation as well as journeyman and unskilled labor activities. Perform detailed planning of projects including construction sequences and procedures, required material, quantity and sources, and operating costs. Helps oversee maintenance of all county parks and facilities.

Job Domains

A. Supervision

1. Supervise daily work routines of park crews; monitor work-in progress; make the spot corrections when necessary.
2. Inspect finished work for compliance with specifications.
3. Make sure all construction/parks materials are up to standard.
4. Record material used, progress achieved, and total costs.

B. Planning and Coordinating

1. Plan and schedule projects and other objectives to be accomplished.

2. Develop a budget.
3. Assign work to subordinates.
4. Plan for necessary maintenance and repairs for equipment; orders parts, supplies, fuel, etc., as required.
5. Projects cost of projects.

C. Miscellaneous

1. Perform various duties including operation of equipment and manual labor as required in emergencies or other critical situations.

Knowledge, Skills and Abilities

1. Verbal skills to explain procedure and work methods, counsel with subordinates, and make oral reports to county personnel.
2. Skills to perform basic arithmetic functions.
3. Writing skills to fill out data reports and write various construction plans and procedures.
4. Reading skills to understand maps, blueprints, manuals, etc.
5. Skills in planning and scheduling.
6. Knowledge of occupational safety and health requirements.

Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to attend meetings and other work activities.
3. Willing to attend training seminars.

Minimum Requirements

1. Possess a valid driver's license with CDL.
2. Five (5) years experience in related field.

POSITION DESCRIPTION

Title: Office Administrator (Permit Option)

Department: Planning and Zoning

Job Analysis: November 2012, September 2017, September 2018, Oct 2019

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

Relationships

Reports To: Permit/Subdivision Coordinator, Planning and Zoning Director, County Administrator

Subordinate Staff: None

Internal Contacts: Highway Department Staff, Purchasing Department, Commission Administration, Other County Employees

External Contacts: General Public, Developers, Engineers, Surveyors, Utility Companies

Status: Classified/Non-Exempt (H)

Job Summary

Organize and compile the Subdivision Staff Reports for the Planning Commission Meetings, prepares public notices as required for the applications processed by the Permit Division, types correspondence generated by the Permit Section, prepares Commission Agenda Items as needed for the Permit Section, handles correspondence incoming and outgoing so as to stay “in tune” with current affairs, stay informed to make decisions and represent the Permit Section of the Highway Department, responsible for filing, typing, scheduling and communication for the Permit/Subdivision Coordinator and Construction Development Manager.

Job Domains

A. Typing and Word Processing

1. Prepare Public Notices for Subdivision Cases.
2. Prepare Notice of Actions from the Planning Commission.
3. Type letters and other memoranda as necessary.
4. Maintain all scheduling, filing, and communication for the permitting and subdivision division of the Construction Section.

5. Type and prepare Agenda Items for the County Commission meetings as necessary.
6. Receives Applications for the permit/subdivision division of the Construction Section.
7. Maintains the Database of all Subdivision Files.
8. Prepares requisitions as necessary.

B. Reception and Referral

1. Greet visitors to the office; refer them to whom they need to see, and make them comfortable if they must wait.
2. Answer incoming calls for the permit/subdivision division of the Construction Section and transfer them to the proper office.
3. Take written telephone messages when people are out of the office.
4. Provide whatever information is available to general inquiries.

C. Filing and Records Management

1. File all correspondence on a daily basis.
2. Retrieve materials from files upon request.
3. Maintain filing system in an organized manner.
4. Maintain copies of all Planning Commission Meeting Agendas and Minutes pertaining to the permit/subdivision division.

Knowledge, Skills, and Abilities

1. Knowledge of basic high school mathematics.
2. Knowledge of basic bookkeeping procedures.
3. A good working knowledge of English grammar, composition, and spelling.
4. The ability to type a minimum eighty (80) words per minute within acceptable standards of quality and accuracy.
5. A good working knowledge of general office practices and procedures.
6. Skills to communicate effectively with office staff, supervisors and general public.
7. Skills to read and understand printed reports.
8. Knowledge of Highway Department activities.
9. Knowledge of filing procedures.
10. Knowledge of office machinery operations.
11. Ability to establish and maintain effective working relationships with supervisors, co-workers and the general public.
12. Skills to post to journals, neatly and legibly.
13. Ability to operate computer effectively.

Other Characteristics

1. Willing to work non-standard hours, including evenings and weekends when necessary.
2. Willingness to work with the general public.
3. Ability to work under stress of recurring deadlines.

Minimum Qualifications

1. High School diploma or equivalent.
2. Have a valid driver's license and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Permit/Subdivision Coordinator

Department: Planning and Zoning

Job Analysis: September 2018, October 2019

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

Relationships

Reports To: Planning and Zoning Director, County Administrator

Subordinate Staff: Permits Office Administrator, Permits Engineering Technician I, Permits Engineering Technician II, Permits Engineering Technician III

Internal Contacts: BCHD Section Heads, Staff and other County Employees

External Contacts: General Public, Municipal Officials, Contractors, Developers, Engineers, Surveyors, ALDOT and other state and local officials, attorneys, and vendors.

Status: Classified/Exempt (EC-07)

Job Summary

The Permit/Subdivision Coordinator assists the Construction Development Manager in coordinating all Permit Section reviews. The Permit/Subdivision Coordinator reviews applications and plans for compliance with the Baldwin County Subdivision Regulations and other applicable laws and regulations.

Job Domains

1. Coordinates all commercial turn-out permits.
2. Coordinates all turn-lane permits.
3. Coordinates all utility permits.
4. Coordinates all subdivision applications.
5. Performs thorough review of all proposed subdivisions to ensure compliance with the Baldwin County Subdivision Regulations.
6. Coordinates with Construction Development Manager on the review of roadway design, drainage calculations, traffic studies, field inspections etc., to ensure compliance with the Baldwin County Subdivision Regulations.

7. Reports results of subdivision reviews in written and verbal form to the Planning & Zoning Commission and subdivision developer/engineer.
8. Advise applicants/property owners of subdivision and other land use requirements and respond to public inquiries on same.
9. Coordinates all variance applications.
10. Coordinate all subdivision exemption applications.
11. Coordinate all complaint requests and violations.
12. Coordinate with Municipalities on ETJ Agreements.
13. Coordinate with Planning and Zoning Department on zoning cases.
14. Coordinate all Highway Construction Setback appeals.

Miscellaneous

1. Reads literature and attends formal training to improve knowledge and skills for both immediate and long-term application to the job.
2. Attend seminars and conferences related to job domains.
3. Must be highly motivated and organized.

Knowledge, Skills, and Abilities

1. Verbal skills to direct and supervise subordinates, deal with the public, and handle various requests from the public, other departments, and commissioners.
2. Knowledge of math formulas and basic geometry.
3. Writing skills to prepare reports and presentations.
4. Reading skills to read maps, blueprints, etc.
5. Ability to establish and maintain effective working relationships with associates, supervisors, subordinates, developers, citizens, and contractors.
6. Ability to understand and follow complex written and verbal instructions.
7. Skills in planning and scheduling.
8. Knowledge of occupational safety and health requirements.
9. Hear well enough to understand normal conversations.

Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to attend meetings and other work activities.

Minimum Requirements

1. Bachelor's Degree in Civil Engineering or a minimum four (4) years of experience in planning or civil engineering activities in lieu of degree.
2. Possess a valid driver's license and be insurable by the County's insurance standards.
3. CAD and GIS experience preferred, but not required.

POSITION DESCRIPTION

Title: Senior Planner

Department: Planning and Zoning

Job Analysis: October 2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all-inclusive.

Relationships

Reports to: Planning Director

Subordinate staff: Planner, Planning Technician

Internal contacts: Code Enforcement Officer, Administrative Support Specialist I, Office Administrator (Subdivisions), Permit Subdivision Coordinator, Building Official

External contacts: Public, Developers, Builders, Consultants

Status: Classified/Non-Exempt (EC-08)

Job Summary

This is an advanced professional position which must exercise judgment in preparing reports within established guideline and ordinances. Must supervisory/management skills and have a thorough knowledge of the principles and practices and techniques of planning and zoning and development. Assists in the administration of the Baldwin County Land Development Regulations, prepare staff reports. Assists in the research and development of Comprehensive Plan and other long-range plans relating to growth and development of the County. Conducts plan review for zoning compliance and other applicable regulations.

Job Domains

1. This position will conduct plan review for compliance with the zoning regulations and other land development regulations.
2. This position will advise applicants, property owners and public on land development regulations.
3. This position will prepare staff reports for rezoning, conditional use, special exception, and variance requests.
4. Research and develop information for Comprehensive Plan and other long-range plans as directed.

5. Act as lead planner of development review and manages project as assigned for Planner and Planning Technician.
6. Act as point of contact for major project plan submissions.
7. Assist with the Municipal Separate Storm Sewer System (MS4) program.
8. Assist Planning Director on other projects as needed.

Knowledge, Skills, and Abilities

1. Ability to communicate effectively.
2. Ability to use computers and software related to job (word processing, spreadsheets, GIS).
3. Ability to prepare plans, studies, reports and correspondence.
4. Knowledge of planning process, zoning, subdivision, and other land use regulatory and planning mechanisms.
5. Ability to analyze complex situations, problems and data, and use sound judgment in drawing conclusions and making decisions.
6. Ability to handle high stress situations and effectively deal with difficult, angry or threatening people and situations
7. Ability to establish and maintain effective working relationships with citizens, employees, supervisors and the public.
8. Ability to comprehend and articulate complex facts and relationships in detail, to summarize and write clearly, concisely and legibly.
9. Skills in reading and interpreting site plans, zoning maps, engineering/architectural drawings, topographic maps and aerial photographs.

Other Characteristics

1. Willing to work evenings and weekends when necessary.

Minimum Requirements

1. Graduate of an accredited college or university with a bachelor's degree in planning or related field and a minimum of 3-5 years professional planning experience. Master's degree and AICP certification preferred.
2. Possess a valid driver's license.