

# **Baldwin County Commission**



## **Baldwin County Commission Regular Meeting Agenda**

**Tuesday, March 17, 2020  
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

Public hearings commence at 8:30 AM.

All individuals wishing to speak must fill out a speaking request form. Speakers are asked to limit comments to 3 minutes. Groups are asked to select a spokesperson to speak on behalf of the group with time allotted to the spokesperson being limited to 5 minutes.

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.

The public may submit comments or questions to the County Commissioners by email or by telephone at 251.937.0264.

James E. Ball, Dist. 1 - jeb.ball@baldwincountyal.com  
Joe Davis, III, Dist. 2 - joe.davis@baldwincountyal.gov  
Billie Jo Underwood, Dist. 3 - bunderwood@baldwincountyal.gov  
Charles F. Gruber, Dist. 4 - cgruber@baldwincountyal.gov

## **A WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE**

Welcome by Billie Jo Underwood, Chairman

Invocation by Pastor Richard Harvey, Eastwood Baptist Church, Bay Minette, Alabama

Pledge of Allegiance

## **ADOPTION OF MINUTES**

March 3, 2020, Regular Meeting

## **B CONSENT**

### **BA ADMINISTRATION**

- |            |   |                                |
|------------|---|--------------------------------|
| <b>BA1</b> | Baldwin County Commission District No. 3 Planning (Zoning) District Board of Adjustment (Central Baldwin County Area) - Board Appointment(s)                                    | <a href="#"><u>20-0956</u></a> |
| <b>BA2</b> | Request from the Baldwin County Board of Education - Refinancing Long Term Debt and Levying of Taxes  | <a href="#"><u>20-0958</u></a> |
| <b>BA3</b> | Request from Robertsedale Rotary Club to Place a Bench at Central Annex in Robertsedale, Alabama  | <a href="#"><u>20-0963</u></a> |
| <b>BA4</b> | Resolution #2020-072 Amending Resolution #2002-31 and Settlement Agreements - Service Area Amendment for East Central Baldwin County Water, Sewer and Fire Protection Authority | <a href="#"><u>20-0961</u></a> |



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- |            |   |                                |
|------------|---|--------------------------------|
| <b>BA5</b> | Resolution #2020-073 of the Baldwin County Commission - Act No. 90-449 (Fire Tax) - Approval of Use of Fire Tax Proceeds  | <a href="#"><u>20-0960</u></a> |
| <b>BA6</b> | Space Allocation in County Facilities - Allocation of Space at the Baldwin County Courthouse in Bay Minette, Alabama and Adoption of Resolution #2020-069                       | <a href="#"><u>20-0954</u></a> |
| <b>BD</b>  | <b>BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)</b>   |                                |
| <b>BD1</b> | Request from City of Fairhope for Baldwin Regional Area Transit System (BRATS) Transporting Citizens - Fairhope 2020 Earth Day Celebration                                      | <a href="#"><u>20-0966</u></a> |
| <b>BE</b>  | <b>BUDGET/PURCHASING</b>  |                                |
| <b>BE1</b> | Competitive Bid #WG18-18 - Pre-Event Debris Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County for the Baldwin County Commission  | <a href="#"><u>20-0941</u></a> |
| <b>BE2</b> | Competitive Bid #WG19-23 - Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections | <a href="#"><u>20-0944</u></a> |
| <b>BE3</b> | Competitive Bid #WG20-08A - Purchase of One (1) New 2019 Honda Odyssey EX 5-Door Wagon/Minivan or Equivalent for the Baldwin County Sheriff's Office                            | <a href="#"><u>20-0940</u></a> |
| <b>BE4</b> | Competitive Bid #WG20-13B - Provision of Cooked Meals for the Baldwin County Solid Waste Department   | <a href="#"><u>20-0943</u></a> |
| <b>BE5</b> | Competitive Bid #WG20-23 - Provision of On-site Crushing of Concrete at Various Baldwin County Locations for the Baldwin County Commission                                      | <a href="#"><u>20-0947</u></a> |
| <b>BE6</b> | Competitive Bid #WG20-24 - Provision of Ready-Mixed Concrete for the Baldwin County Commission  | <a href="#"><u>20-0949</u></a> |
| <b>BE7</b> | Competitive Bid #WG20-25 - Provision of Mower Blades for the Baldwin County Commission  | <a href="#"><u>20-0950</u></a> |
| <b>BE8</b> | Architectural Services for the Design of a New Baldwin County Area 100 Highway Maintenance Facility for the Baldwin County Commission   | <a href="#"><u>20-0948</u></a> |
| <b>BE9</b> | Architectural Services for the Design of a New Baldwin County Area 200 Highway Maintenance Facility for the Baldwin County Commission   | <a href="#"><u>20-0946</u></a> |
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**BE10** Rental of One (1) Copy Machine for the Baldwin County Commission Office at the Satellite Courthouse Located in Foley, Alabama [20-0945](#)

**BK EMERGENCY MANAGEMENT AGENCY (EMA)**

**BK1** Fiscal Year 2020 Joint Funding Agreement between the Baldwin County Commission and the U.S. Geological Survey [20-0939](#)

**BL ENVIRONMENTAL MANAGEMENT**

**BL1** Application for Certificate of Exception from Garbage Pick-up [20-0971](#)

**BL2** Baldwin County Solid Waste Uncollectible Residential Accounts [20-0955](#)

**BL3** Mandatory Garbage Fees - Low Income Exemption Applications Fiscal Year 2020 [20-0965](#)

**BM FINANCE AND ACCOUNTING**

**BM1** Annual Agreement with Department of Examiners of Public Accounts for the Audit of Federal Assistance Received by Baldwin County [20-0968](#)

**BN HIGHWAY**

**BN1** Corte Road and Austin Road Improvements - Intergovernmental Service Agreement between Baldwin County and the City of Daphne [20-0959](#)

**BN2** Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0210619 - Flowers Road from U.S. Highway 90 to Board of Education Property [20-0962](#)

**BN3** Linholm Road Bridge Replacement - Permission to Advertise [20-0957](#)

**BN4** Resolution #2020-070 - Highway Safety Improvements Program (HSIP) Traffic Control Device Project - County Road 112 from U.S. Highway 31 to Alabama/Florida State Line [20-0953](#)

**BQ PERSONNEL**

**BQ1** Building Inspections Department - Personnel Changes [20-0951](#)

**BQ2** Communications and Information Systems (CIS) Department - Personnel Changes [20-0929](#)

**BQ3** Highway Department (Construction) - Updated Position Description for Engineering Technician I Position (Construction Option) [20-0931](#)

**BQ4** Highway Department (Foley) - Personnel Changes [20-0930](#)

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- |            |  |                                |
|------------|--|--------------------------------|
| <b>BQ5</b> | Highway Department (Geospatial) - Promotion of Employee  | <a href="#"><u>20-0932</u></a> |
| <b>BQ6</b> | Planning and Zoning Department - Position Change   | <a href="#"><u>20-0937</u></a> |
| <b>BQ7</b> | Revenue Commission - Creation of One (1) Assessment Support Technician I Position                              | <a href="#"><u>20-0938</u></a> |
| <b>BQ8</b> | Solid Waste Department - Personnel Changes   | <a href="#"><u>20-0935</u></a> |
| <b>BQ9</b> | Personnel Department - Baldwin County Emergency Communication District Request for Employee Assistance Program | <a href="#"><u>20-0942</u></a> |

**C PRESENTATIONS**

**D PUBLIC HEARINGS**

**DR PLANNING AND ZONING**

The public may submit comments or questions regarding planning and zoning cases to Planning staff by email at [vjackson@baldwincountyal.gov](mailto:vjackson@baldwincountyal.gov) or by telephone at 251.580.1655.

- |            |   |                                |
|------------|---|--------------------------------|
| <b>DR1</b> | Case No. Z-20002 - Foster Property Rezoning | <a href="#"><u>20-0952</u></a> |
|------------|---|--------------------------------|

**E COMMITTEE REPORTS**

**EA FINANCE/ADMINISTRATION DIVISION**

- |            |  |                                |
|------------|--|--------------------------------|
| <b>EA1</b> | Payment of Bills   | <a href="#"><u>20-0924</u></a> |
| <b>EA2</b> | Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 | <a href="#"><u>20-0922</u></a> |

**EB ROAD AND BRIDGE DIVISION**

**F ELECTED OFFICIAL REQUESTS**

**G OTHER STAFF RECOMMENDATIONS**

**GA ADMINISTRATION**

- |            |   |                                |
|------------|---|--------------------------------|
| <b>GA1</b> | Baldwin County Intracoastal Waterway (ICW) Boat Launch Project - Making Final Recorded Documents a Part of the Record | <a href="#"><u>20-0885</u></a> |
| <b>GA2</b> | Little River S.A.I.L. Center (Ferguson Property Purchase) - Making Final Recorded Documents a Part of the Record      | <a href="#"><u>20-0889</u></a> |

**GE BUDGET/PURCHASING**

**GE1** American Battlefield Protection Program - Grant Application for the Battlefield Land Acquisition Grant [20-0964](#)

**GL ENVIRONMENTAL MANAGEMENT**

**GL1** Purchase of Property Adjacent to 17917 CC Road, Elberta, Alabama, Eastfork Landfill [19-0792](#)

**H COMMISSIONER REQUESTS**

**I ADDENDA**

**IA GENERAL**

**IA1** \*Personnel Department - Approval of Planned Response to the Coronavirus (COVID-19) Pandemic for County Employees [20-0977](#)

**IA2** Request for Leave of Absence [20-0974](#)

**IA3** Postponing the Baldwin County Strategic Plan Conference [20-0976](#)

**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

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**File #:** 20-0956, **Version:** 1

**Item #:** BA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator; Linda Lee, Planner

**Submitted by:** Tawanda Gulley, Administrative Support Specialist

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### **ITEM TITLE**

Baldwin County Commission District No. 3 Planning (Zoning) District Board of Adjustment (Central Baldwin County Area) - Board Appointment(s)

### **STAFF RECOMMENDATION**

Related to the Baldwin County Commission District No. 3 Planning (Zoning) District Board of Adjustment (Central Baldwin County Area), take the following actions:

- 1) Reappoint Mr. Donnie Waters as a regular member (Planning District 31 designee) for a three (3) year term, said term continuing from January 2, 2020, and expiring on January 2, 2023; and
- 2) Reappoint Ms. Donna Givens as an alternate board member (Planning District 31 designee), for a three (3) year term, said term continuing from January 2, 2020, and expiring on January 2, 2023.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** August 6, 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):**  
Send correspondence to:

Mr. Donnie Waters  
19823 Donnie Waters Road  
Robertsdale, Alabama 36567

Ms. Donna Givens  
25570 County Road 65  
Loxley, Alabama 36551

cc: Linda Lee

Vince Jackson

**Additional instructions/notes:** N/A



## Tawanda Gulley

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**From:** Linda Lee  
**Sent:** Monday, March 2, 2020 2:08 PM  
**To:** Tawanda Gulley  
**Cc:** Anu Gary; Monica English; Miranda N. McKinnon; Victoria Key; Barbara Pate  
**Subject:** BCC District 3 Board of Adjustments Reappointments  
**Attachments:** BALDWIN COUNTY COMMISSION DISTRICT NO. 3 PLANNING (ZONING) DISTRICT BOA CHECKLIST Donnie Waters.doc; BALDWIN COUNTY COMMISSION DISTRICT NO. 3 PLANNING (ZONING) DISTRICT BOA CHECKLIST Donna Givens.doc; Waters Board Member Certification.pdf; Givens Board Member Certification.pdf

Tawanda,

Please place the items below on the next available agenda for consideration. Commissioner Underwood has given her okay.

### **Planning District 31**

Donnie Waters **(REAPPOINT AS REGULAR MEMBER)**

19823 Donnie Waters Road

Robertsdale, AL 36567

Telephone: (251) 947-5743 (home) (251) 747-4509 (cell)

Checklist and Certification of Board Member Attached

Donna Givens **(REAPPOINT AS ALTERNATE MEMBER TO DONNIE WATERS)**

25570 County Road 65

Loxley, AL 36551

Telephone: (251) 964-4343 (home) (251) 989-0179 (work) (251) 952-2210 (cell)

Checklist and Certification of Board Member Attached

Please let me know if you need additional information.

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](mailto:llee@baldwincountyal.gov)

# CERTIFICATION OF BOARD OF ADJUSTMENT MEMBER

The *Code of Alabama, 1975, Section 45-2-261.10* specifically prohibits the following from serving on County Boards of Adjustment:

**Not more than one (1) member of a Board of Adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.**

**(This pertains to both regular and alternate members combined)**

Please check all that apply:

\_\_\_\_\_ I am actively engaged in real estate sales and hold a real estate and/or broker license.

\_\_\_\_\_ I am actively engaged in development (land developer).

\_\_\_\_\_ I am actively engaged in construction (contractor's license).

☒ I am **NOT** actively engaged in any of the above or any related field.

I hereby certify with my signature that I am eligible to be a member of the Board of Adjustment for the Baldwin County Commission (Planning and Zoning) in that I meet the qualifications established by the *Code of Alabama, 1975, Section 45-2-261.10*.

Donnie Waters

Name (Please Print)

Donnie Waters

Signature

2-29-20

Date

# CERTIFICATION OF BOARD OF ADJUSTMENT MEMBER

The *Code of Alabama, 1975, Section 45-2-261.10* specifically prohibits the following from serving on County Boards of Adjustment:

Not more than one (1) member of a Board of Adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

(This pertains to both regular and alternate members combined)

Please check all that apply:

\_\_\_\_\_ I am actively engaged in real estate sales and hold a real estate and/or broker license.

\_\_\_\_\_ I am actively engaged in development (land developer).

\_\_\_\_\_ I am actively engaged in construction (contractor's license).

☒ I am **NOT** actively engaged in any of the above or any related field.

I hereby certify with my signature that I am eligible to be a member of the Board of Adjustment for the Baldwin County Commission (Planning and Zoning) in that I meet the qualifications established by the *Code of Alabama, 1975, Section 45-2-261.10*.

Donna Givens

Name (Please Print)

Signature

Date

# BALDWIN COUNTY COMMISSION DISTRICT #3 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT [Central Baldwin County Area]

## General Board Information:

Appointed by Baldwin County Commission.

Board of Adjustment shall consist of five Regular members (and five 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 January 2, 2007, the jurisdiction of this Board of Adjustment includes Planning Districts 12, 13, 18 & 31; however, as of January 2, 2007, and of said foregoing number Planning Districts, only the following are zoned Planning Districts at this time:  
12 & 31.

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 January 2, 2007, 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. 3. 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
<b>REGULAR</b> Planning District 12 Designee	Rosellen E. Coggin 26735 Ard Road Robertsdale, AL 36567  REGISTERED VOTER ACTIVELY ENGAGED IN REAL ESTATE SALES AND HOLD A REAL ESTATE AND/OR BROKER LICENSE	08/06/2019, Appointed to fill the place seat formerly held by Adam Pasqual Bertolla, for a pro-rata reduced term	3 years	01/02/2021
<b>ALTERNATE</b> Planning District 12 Designee	<b>VACANT</b>	12/05/2017, Thanked Daniel Ray Middleton, Jr. for his prior civic service as an alternate member	3 years	01/02/2015
<b>REGULAR</b> Planning District 12 Designee	Bellmont Tommy Springer, Jr. 25319 Raynagua Boulevard Loxley, AL 36551  REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, CONSTRUCTION	Appointed 07/02/2019 to fill the place seat formerly held by Peggy Pittman Branch for a pro-rata reduced term  07/02/2019, Thanked Peggy Pittman Branch for her prior civic service as a regular member, term expired 01/02/2019	3 years	01/02/2022
<b>ALTERNATE</b> Planning District 12 Designee	<b>VACANT</b>	07/02/2019, Appointed Belmont Tommy Springer, Jr. as a regular member	3 years	01/02/2019

**BALDWIN COUNTY COMMISSION DISTRICT #3 PLANNING (ZONING) DISTRICT  
BOARD OF ADJUSTMENT – Cont.**

<b>PLANNING DISTRICT</b>	<b>MEMBERS</b>	<b>APPOINTED/REAPPOINTED</b>	<b>TERM OF OFFICE</b>	<b>EXP. DATE</b>
<b>REGULAR</b> Planning District 12 Designee	Carolyn C. King 27495 County Road 71 Robertsdale, AL 36567  REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, CONSTRUCTION	08/06/2019, Appointed to fill the place seat formerly held by Judy Powell, for a pro-rata reduced term  (Approval of this appointment changed the designation of this place seat from Planning District 31 to Planning District 12)	3 years	01/02/2022
<b>ALTERNATE</b> Planning District 12 Designee	<b>VACANT</b>	07/02/2019, Removed the name of Raymond Gates as an alternate board member	3 years	01/02/2016
<b>REGULAR</b> Planning District 31 Designee	Harry Donald Waters 19823 Donnie Waters Road Robertsdale, AL 36567  REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, CONSTRUCTION	Reappointed 12/05/2017 for a pro-rata reduced term continuing from 01/02/2017	3 years	01/02/2020
<b>ALTERNATE</b> Planning District 31 Designee	Donna Givens 25570 County Road 65 Loxley, AL 36551  REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, CONSTRUCTION	Reappointed 12/05/2017 for a pro-rata reduced term continuing from 01/02/2017	3 years	01/02/2020
<b>REGULAR</b> Planning District 31 Designee	John M. Cooper 20840 County Road 62 Robertsdale, AL 36567  REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, CONSTRUCTION	08/06/2019, Appointed to fill the place seat formerly held by James Hanson Hardy, for a por-rata reduced term	3 years	01/02/2021
<b>ALTERNATE</b> Planning District 31 Designee	<b>VACANT</b>	Thanked Peggy Wallace Nelson for her prior service on 03/03/2009	3 years	01/02/2009

**REVISED: 08/06/2019 met**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0958, **Version:** 1

**Item #:** BA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Ron Cink, Budget Director; Wayne Dyess, County Administrator

**Submitted by:** Anu Gary, Administrative Services Manager

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### **ITEM TITLE**

Request from the Baldwin County Board of Education - Refinancing Long Term Debt and Levying of Taxes

### **STAFF RECOMMENDATION**

As requested by the Baldwin County Board of Education, adopt Baldwin County Commission Resolution #2020-076 (Ordinance) consenting to the pledge by the County Board of Education of Baldwin County, Alabama (the "Board") of the proceeds of various local school taxes levied by the Baldwin County Commission allocable to the Board and making further provision thereof.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** March 10, 2020, BCC Work Session - Eddie Tyler, BOE Superintendent, and John Wilson, BOE Chief Financial Officer, were in attendance to discuss the refinancing of the Baldwin County Board of Education's long-term debt and the continuance of the Baldwin County Commission to levy Board of Education taxes.

### **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 - Correspondence and resolution to:

Eddie Tyler, Superintendent  
Baldwin County Board of Education  
2600 N. Hand Avenue  
Bay Minette, Alabama 36507

cc: John C. Wilson, Chief Financial Officer, BOE

Brad Hicks, County Attorney  
Ron Cink  
Cian Harrison  
Wayne Dyess

**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 (ORDINANCE) NO. 2020-076**  
**OF**  
**THE BALDWIN COUNTY COMMISSION**

A RESOLUTION (ORDINANCE) CONSENTING TO THE PLEDGE BY THE COUNTY BOARD OF EDUCATION OF BALDWIN COUNTY, ALABAMA (THE "BOARD") OF THE PROCEEDS OF VARIOUS LOCAL SCHOOL TAXES LEVIED BY THE BALDWIN COUNTY COMMISSION ALLOCABLE TO THE BOARD AND MAKING FURTHER PROVISION THEREFOR

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BE IT RESOLVED AND ORDAINED BY THE BALDWIN COUNTY COMMISSION (THE "COMMISSION"), AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA (THE "COUNTY"), as follows:

**Section 1.** The Commission has found and determined, and does hereby find, determine and declare that:

- (a) (i) The County Board of Education of Baldwin County, Alabama (the "Board") has heretofore issued public school warrants of series 2012, 2015 and 2017 for public school purposes.
- (ii) The Board has determined that the issuance of a series of public school warrants of series 2020 (the "Series 2020 Refunding Warrants") to provide for the refinancing of certain maturities of the public school warrants of series 2012 and series 2015 of the Board will produce significant present value net interest costs savings without material increase in the total indebtedness of the Board.
- (iii) The realization of net present value interest costs savings by the Board from the refinancing of long-term indebtedness thereof is of material financial benefit to the taxpayers and citizens of Baldwin County, Alabama.
- (iv) The Board will obtain the prior written approval of the State Superintendent of Education for the issuance of the Series 2020 Refunding Warrants.
- (v) The Series 2020 Refunding Warrants, and the obligations of the Board with respect thereto, shall never constitute a direct, indirect, or contingent obligation, indebtedness, pecuniary liability, or charge against the general credit, revenues, or taxing power, of Baldwin County, Alabama (the "County") within the meaning of any constitutional or statutory provision.



- (b) The Board has represented to the Commission that the pledge of a sufficient amount of the proceeds of the following local public school taxes (collectively, the “Special School Taxes”) for the benefit of the Series 2020 Refunding Warrants will produce the greatest amount of net interest costs savings and has requested the agreement and consent thereto of the Commission, to the extent required therefor, as provided in this Resolution (Ordinance):
- (i) the privilege license and excise taxes levied in the County by the State of Alabama pursuant to Act No. 83-532 of the 1983 Alabama Legislature;
  - (ii) the privilege license and excise taxes levied in the County by the Baldwin County Commission pursuant to Section 40-12-4 of the Code of Alabama 1975 and ordinances, resolutions and proceedings of the Commission adopted, had and taken on December 20, 1988, March 5, 1991, June 6, 1991, March 1, 2005, and August 21, 2012;
  - (iii) the privilege license and excise taxes levied in the County by the Baldwin County Commission pursuant to Section 40-12-4 of the Code of Alabama 1975 and the ordinance, resolution and proceedings adopted, had and taken on January 3, 2017;
  - (iv) the 5-mill countywide ad valorem school tax levied in the County by the Baldwin County Commission pursuant to Amendment No. 162 to the Constitution of Alabama of 1901, as amended, and the election held in the County on December 5, 1961.
- (c) It is necessary, desirable and in the best financial interests of the public education system in the County for:
- (i) the Board to issue the Series 2020 Refunding Warrants secured by a pledge of the proceeds distributed to the Board from the Special School Taxes in order to realize the greatest amount of net present value interest costs savings available therefrom; and
  - (ii) the Commission to agree and consent to the pledge by the Board of the proceeds distributed to the Board from the privilege license and excise taxes levied by the Commission under Section 40-12-4 of the Code of Alabama 1975 (the “Section 40-12-4 Taxes”) for the benefit of the Series 2020 Refunding Warrants.

**Section 2.** Capitalized terms used herein shall have the respective meanings assigned in Section 1.

**Section 3.** The Commission does hereby:

- (a) ratify, confirm and adopt the ordinances, resolutions and proceedings adopted, had and taken by the Commission with respect to the Section 40-12-4 Taxes;
- (b) consent to the pledge by the Board for the benefit of the Series 2020 Refunding Warrants of the proceeds of the Section 40-12-4 Taxes distributed to the Board;
- (c) covenant and agree that, as long as any of the Series 2020 Refunding Warrants are outstanding, the Commission will continue to levy and collect the Section 40-12-4 Taxes at rates not less than those in effect on the date of adoption of this Resolution (Ordinance);
- (d) covenant and agree that the terms and provisions of this Resolution (Ordinance) shall constitute a contract with the Board and the owners of the Series 2020 Refunding Warrants, each of which persons shall be a third party beneficiary hereof.

**Section 4.** This Resolution (Ordinance) shall be subject to all provisions of state and federal law which may be controlling in the premises.

**Section 5.** This Resolution (Ordinance) shall take effect immediately upon its adoption.

Adopted this 17<sup>th</sup> day of March, 2020.

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Billie Jo Underwood, Chairman  
Baldwin County Commission

ATTEST:

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Wayne Dyess, County Administrator



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0963, **Version:** 1

**Item #:** BA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wayne A. Dyess, County Administrator

**Submitted by:** Keri E. Green, Commission Executive Assistant

---

### **ITEM TITLE**

Request from Robertsedale Rotary Club to Place a Bench at Central Annex in Robertsedale, Alabama

### **STAFF RECOMMENDATION**

Accept the donation of an outdoor metal bench by the Robertsedale Rotary Club, to be installed on the grounds at Baldwin County Central Annex in Robertsedale. The Robertsedale Rotary Club will deliver and install the bench on County property, at no cost to the County.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** On March 4, 2020, Commission staff received a request from Robertsedale Rotary Club to place a bench on the grounds of Central Annex, more specifically, in front of Council on Aging where citizens can sit and rest while waiting for a BRATS bus to pick them up. The wording on the bench will read "Robertsedale Rotary" and the club will order a plaque to be attached to the bench which will read "Donated by Robertsedale Rotary Club, 2020."

The Robertsedale Rotary Club received a 'Branding with Benches' grant to help the citizens of the community as well as recognize the club and its motto, "Others above self." The benches will be attached to the concrete to prevent them from being moved or stolen. The organization needs written approval to place the bench at Central Annex.

Robertsedale Rotary Club wishes to share that funds raised by the club go back out into the community.

Staff Note: Robertsedale Rotary Club will provide the County with proof of liability insurance with Baldwin County Commission being listed as additionally insured, prior to the delivery and installation of the bench.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

### **FOLLOW UP IMPLEMENTATION**

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

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

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

Administration: Send correspondence to Cheryl Russell, Robertsdale Rotary President -  
cheryl@gulftel.com

Keri Green to coordinate with Robertsdale Rotary Club on the delivery and installation once a copy of the insurance certificate is received with the County listed as additionally insured.

**Additional instructions/notes:** N/A

**From:** [cheryl russell](#)  
**To:** [Billie Jo Underwood](#)  
**Cc:** [cheryl@gulftel.com](mailto:cheryl@gulftel.com)  
**Subject:** Robertsdale Rotary Club  
**Date:** Wednesday, March 4, 2020 10:31:32 AM

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[CAUTION: External Email]

Dear Ms. Underwood, Our Robertsdale Rotary Club has received a grant which we have named "Branding with Benches. This year our club has been focusing on branding of Rotary to help the community recognize Rotary and it's motto "Others Above Self". We want others to know that all funds we raise go right back out into the community. So many really don't have any idea of what Rotary is or does. I have been in touch with Brats Bus Service to find out where the bus stops and which locations would most benefit the citizens who may need a spot to sit and rest while waiting for the bus. Robertsdale's Central Annex & specifically the "Council on Aging" was one of the locations that was mentioned. The benches will be attached to the concrete so they cannot walk off. See attached photo of what bench will look like. Instead of Welcome to Our Town it will show Robertsdale Rotary. We will need written approval to add the bench if approved and this is why I'm contacting you. Can you assist us in getting the approval for this project?

Thank you,

Cheryl Cooper Russell  
Robertsdale Rotary President  
251-978-2852  
[Cheryl@gulftel.com](mailto:Cheryl@gulftel.com)



WELCOME TO OUR TOWN



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0961, **Version:** 1

**Item #:** BA4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Anu Gary, Administrative Services Manager

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### **ITEM TITLE**

Resolution #2020-072 Amending Resolution #2002-31 and Settlement Agreements - Service Area Amendment for East Central Baldwin County Water, Sewer and Fire Protection Authority

### **STAFF RECOMMENDATION**

Related to Case No. CV-2009-901240.80, take the following actions:

- 1) Adopt Resolution #2020-072, which amends Resolution #2002-31, reducing a portion of the service area granted to East Central Baldwin County Water, Sewer and Fire Protection Authority; and
- 2) Authorize the Chairman to execute the City of Robertsdale Mediation Settlement Agreement related to Case No. CV-2009-901240.80; and
- 3) Authorize the Chairman to execute the Town of Summerdale Settlement Agreement related to Case No. CV-2009-901240.80.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** February 19, 2002 - Agenda Item E-16

**Background:** On February 19, 2002, the Commission, as required by Section 11-88-5 Code of Alabama 1975, adopted Resolution #2002-31 which granted an application to amend the certificate of incorporation of the East Central Baldwin County Water and Fire Protection Authority to enlarge/expand the service area by adding additional territory to the East Central Baldwin County Water and Fire Protection Authority.

### **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, Hope Hicks and County Attorney review and approval is required.

**Reviewed/approved by:** Approved by Hope Hicks 03/11/2020.

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes, see attached affidavit proof of publication.

One-time ad was published in the Gulf Coast Newspapers on March 11, 2020.

**If the proof of 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 - Follow up with Hope Hicks. Email copy of fully executed resolution and agreements to:

Hope Hicks, Attorney  
Ball, Ball, Matthews & Novak, P.A.  
(334) 387-7680, Ext 176  
Via email: hhicks@ball-ball.com

Cc: Brad Hicks and Nancy Hannah, County Attorney's Office  
Wayne Dyess, County Administrator

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

**Additional instructions/notes:** N/A



**COUNTY OF BALDWIN** )

**AMENDING RESOLUTION #2002-31 OF THE BALDWIN COUNTY COMMISSION  
AND REDUCING A PORTION OF THE SERVICE AREA GRANTED TO EAST CENTRAL  
BALDWIN COUNTY WATER, SEWER AND FIRE PROTECTION AUTHORITY.**

WHEREAS, said adoption of Resolution #2002-31 (attached as **Exhibit A**) approved the East Central Baldwin County Water and Fire Protection Authority to enlarge/expand its service area by adding additional territory to the East Central Baldwin County Water and Fire Protection Authority.

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, the adoption of this instrument, codified as Resolution #2020-072 of the Baldwin County Commission, amends Resolution #2002-31 of the Baldwin County Commission, reducing portions of the service areas granted to East Central Baldwin County Water, Sewer and Fire Protection Authority as described in Exhibit B and Exhibit C to Resolution #2020-072.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 17<sup>th</sup> day of March, 2020.

ATTEST:

Wayne Dyess, County Administrator

MOTION BY COMMISSIONER BURT, SECONDED BY COMMISSIONER ARMSTRONG TO APPROVE THE TRANSFER OF A 2001 FORD CROWN VICTORIA, S/N 2FAPF73W21X127033 FROM BCC DISTRICT 6 TO THE BUDGET/PURCHASING DEPARTMENT AND THAT THE BUDGET/PURCHASING DEPARTMENT WILL REIMBURSE DISTRICT 6'S MILEAGE EXPENSE 80% OF THE BLUE BOOK VALUE FOR THE VEHICLE AND FURTHER, AUTHORIZE THE AUCTION OF THE BUDGET/PURCHASING DEPARTMENT'S 1997 FORD CROWN VICTORIA, S/N 2FALP71W1VX149536 WITH PROCEEDS FROM THOSE FUNDS GOING BACK TO THE BUDGET/PURCHASING DEPARTMENT AND AUTHORIZE THE CHAIRMAN TO SIGN THE FIXED ASSET CHANGE FORM. UNANIMOUS.

**RESOLUTION #2002-31**

On February 5, 2002, the Commission authorized the Chairman and County Administrator to sign, only to acknowledge receipt of, an Application To Amend The Certificate Of Incorporation Of The East Central Baldwin County Water And Fire Protection Authority.

Upon receipt of such Application, the Commission must accomplish the statutory provision, found at §11-88-5 *Code of Alabama 1975*, of reviewing the Application and find & determine if the statements were true and, further, that such Application, and related Amendment, would promote the public health, convenience & welfare.

Staff has reviewed the aforementioned Application and has discussed such with the Attorney for the Authority, Mr. Robert A. Wills, and has prepared Resolution #2002-31 for the Commission's consideration.

Commissioner Burt said this resolution expands the service area and asked if there is some assurance as to when service would be available to the area requested east of Bay Minette and south of Perdido? He said during the work session, Mr. Pierce and the engineering firm had assured the Commission that the service would be provided in the northern area within 18 months. He said he was in support of the resolution but wanted some assurance that they would provide the service by October 2003.

The County Administrator said the Commission could make that part of the Memorandum of Understanding with them in that the Commission can approve this action contingent upon them providing the service within that time frame. A letter can be sent along with the Resolution notifying them of such.

MOTION BY COMMISSIONER BURT, SECONDED BY COMMISSIONER PRICE TO ADOPT *RESOLUTION #2002-31* WHICH EVIDENCES THE BALDWIN COUNTY COMMISSION REVIEWED AN *APPLICATION TO AMEND THE CERTIFICATE OF INCORPORATION FOR THE EAST CENTRAL BALDWIN COUNTY WATER AND FIRE PROTECTION AUTHORITY* AND FURTHER, HAS DETERMINED AS A MATTER OF FACT, THAT THE STATEMENTS CONTAINED IN SAID APPLICATION ARE TRUE AND THE RELATED AMENDMENT WILL PROMOTE THE PUBLIC HEALTH, CONVENIENCE AND WELFARE:

STATE OF ALABAMA )

COUNTY OF BALDWIN )

*RESOLUTION # 2002-31  
OF THE  
BALDWIN COUNTY COMMISSION*

PURSUANT TO §11-88-5 *CODE OF ALABAMA 1975*, UPON REVIEW OF AN APPLICATION TO AMEND THE CERTIFICATE OF INCORPORATION OF THE EAST CENTRAL BALDWIN COUNTY WATER AND FIRE PROTECTION AUTHORITY, FINDING & DETERMINING THAT THE

STATEMENTS IN SUCH APPLICATION ARE TRUE; FURTHER, THAT SAID APPLICATION AND RELATED AMENDMENT WILL PROMOTE THE PUBLIC HEALTH, CONVENIENCE & WELFARE.

WHEREAS, the East Central Baldwin County Water and Fire Protection Authority, by and through their Chairman & Secretary-Treasurer, have filed written Application with the governing body of Baldwin County, Alabama ("Baldwin County Commission"), entitled an Application To Amend The Certificate Of Incorporation Of The East Central Baldwin County Water And Fire Protection Authority, dated February 4, 2002, filed with the Baldwin County Commission on February 5, 2002, and attached to Resolution # 2002-31 of the Baldwin County Commission as Exhibit "1," as required by §11-88-5 Code of Alabama 1975, proposing an amendment to the Certificate of Incorporation of the East Central Baldwin County Water and Fire Protection Authority filed in the Office of Judge of Probate of Baldwin County, Alabama, on April 8, 1987, and recorded in Miscellaneous Book 59, page 1237, et seq., said Certificate of Incorporation later amended with said amendment filed in the Office of Judge of Probate of Baldwin County, Alabama, on May 25, 1994, and recorded in Miscellaneous Book 78, page 1184, et seq.; and

WHEREAS, such Application To Amend The Certificate Of Incorporation Of The East Central Baldwin County Water And Fire Protection Authority, proposes to enlarge / expand the service area to add additional territory to the East Central Baldwin County Water and Fire Protection Authority; and

WHEREAS, further, attached to such Application To Amend The Certificate Of Incorporation Of The East Central Baldwin County Water And Fire Protection Authority remains a Resolution, of the East Central Baldwin County Water and Fire Protection Authority, dated February 4, 2002, filed with the Baldwin County Commission on February 5, 2002, and attached to Resolution # 2002-31 of the Baldwin County Commission as Exhibit "2," together with said Resolution's Exhibit A, Exhibit B & Exhibit C; and

WHEREAS, as required by §11-88-5 Code of Alabama 1975, the Baldwin County Commission hereby evidences its review of the Application To Amend The Certificate Of Incorporation Of The East Central Baldwin County Water And Fire Protection Authority and, further, has determined, as a matter of fact, that the statements contained in said Application are true and the related Amendment will promote the public health, convenience & welfare; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, as required by §11-88-5 Code of Alabama 1975, the Baldwin County Commission hereby evidences its review of the Application To Amend The Certificate Of Incorporation Of The East Central Baldwin County Water And Fire Protection Authority and, further, has determined, as a matter of fact, that the statements contained in said Application are true and the related Amendment will promote the public health, convenience & welfare.

FURTHER, BE IT RESOLVED, that, within forty (40) days following adoption of Resolution # 2002-31 of the Baldwin County Commission, the Chairman and Secretary-Treasurer of the East Central Baldwin County Water and Fire Protection Authority shall sign and file for record in the Office of Judge of Probate of Baldwin County, Alabama, in the name, and on the behalf, of the East Central Baldwin County Water and Fire Protection Authority, under its Seal, reciting the adoption of their Resolution and Resolution # 2002-31 of the Baldwin County Commission.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 19th day of February, 2002.

s/s  
Commissioner Allen D. Perdue,  
Mr. Chairman

ATTEST:

s/s  
Robert W. Koncar, County Administrator

\*\*\*\*\*

#### CERTIFICATE

The undersigned, ALLEN D. PERDUE, as Chairman of the County Commission of Baldwin County, Alabama, and ROBERT W. KONCAR, as County Administrator for the County Commission of Baldwin County, Alabama, hereby certify that the foregoing Resolution # 2002-31 of the Baldwin County Commission is a true and correct copy of a Resolution duly adopted by the County Commission of Baldwin County, Alabama, during their February 19, 2002, regular meeting, at the County Seat, in Bay Minette, Alabama.

WITNESS our hands, together with the Seal of the County Commission of Baldwin County, Alabama, on this the 19th day of February, 2002.

s/s  
 Commissioner Allen D. Perdue,  
 Mr. Chairman

ATTEST:

s/s  
 Robert W. Koncar, County Administrator

*This Instrument prepared by:  
 David Anthony Brewer  
 Assistant to County Administrator  
 for Research & Special Projects*

FURTHER, AUTHORIZE THE CHAIRMAN TO SIGN AND CERTIFY.

The County Attorney said Ms. Lucas, the Engineer said the only contingency was that there had to be enough subscribers to sign up. Commissioner Burt responded by stating that his question to them was if you are going to get a grant for about half the amount then what are you going to do. He thought Ms. Lucas' answer was that the County has to abide by whatever the grant application is.

The County Administrator said they can still reach the target goal of 18 months and if for some reason they cannot meet that goal, they will have to come back to the Commission.

The County Attorney said the only point he is making is that when Commissioner Burt asked the question as to whether there was any contingency, Ms. Lucas said that under the Rural Utility Loan guidelines, you had to have so many people signed up before you can get a loan.

Commissioner Price understood at the work session that if they could not get enough people in a given area, then they would not include that area in their loan process.

UNANIMOUS.

**ORANGE BEACH WATER, SEWER & FIRE PROTECTION AUTHORITY**

Commissioner Burt said in the past, appointments to the Orange Beach Water, Sewer & Fire Protection Authority have been made subject to a non-binding referendum. In this case, there is a letter attached to the Agenda Action from L.P. Williamson, Chairman of the Orange Beach Water, Sewer & Fire Protection Authority explaining such.

MOTION BY COMMISSIONER BURT, SECONDED BY COMMISSIONER PRICE TO APPOINT KENNETH R. THOMPSON TO FILL THE BALANCE OF THE UNEXPIRED 6 YEAR TERM OF ROBERT FUQUA TO BEGIN MARCH 1, 2002 WITH AN EXPIRATION DATE OF MARCH 1, 2003 AND FURTHER, REAPPOINT L. GODBEE SMITH FOR A 6 YEAR TERM EFFECTIVE MARCH 1, 2002 WITH AN EXPIRATION DATE OF MARCH 1, 2008 AND AUTHORIZED THE CHAIRMAN TO SIGN THE REQUIRED CORRESPONDENCE. FURTHER, THAT THE FOLLOWING LETTER FROM L.P. WILLIAMSON, CHAIRMAN OF THE ORANGE BEACH WATER, SEWER & FIRE PROTECTION AUTHORITY BE MADE PART OF THE RECORD:

January 28, 2002

Baldwin County Commission  
 Chairman Allen Perdue  
 Post Office Box 1488  
 Bay Minette, AL 36507

APPLICATION TO AMEND  
THE CERTIFICATE OF INCORPORATION  
OF THE  
EAST CENTRAL BALDWIN COUNTY  
WATER AND FIRE PROTECTION AUTHORITY



STATE OF ALABAMA     )

BALDWIN COUNTY       )

TO THE CHAIRMAN AND COMMISSIONERS OF THE BALDWIN COUNTY  
COMMISSION:

COMES NOW, the EAST CENTRAL BALDWIN COUNTY WATER AND  
FIRE PROTECTION AUTHORITY (AUTHORITY) by and through the undersigned as  
its Chairman and Secretary-Treasurer and do hereby file this written Application with the  
governing body of Baldwin County, Alabama, which is the Baldwin County  
Commission.

The applicants would show the following unto the Honorable Members of the  
Baldwin County Commission, to-wit:

1.     The AUTHORITY is a public corporation organized pursuant to the  
provisions of Article I of Chapter 88 of Title 11 of the Code of Alabama (1975) by a  
Certificate of Incorporation filed in the Office of the Judge of Probate of Baldwin  
County, Alabama, on April 8, 1987, and there recorded in Miscellaneous Book 59 at page  
1237, et seq. Said Certificate of Incorporation was duly amended by an Amendment to  
Certificate of Incorporation filed in the Office of the Judge of Probate of Baldwin  
County, Alabama, on May 25, 1994, and there recorded in Miscellaneous Book 78 at  
page 1184, et seq.

2.     The AUTHORITY proposes to amend said Certificate of Incorporation, as  
last amended, for the purposes of enlarging the service area of the AUTHORITY.

3. The Board of Directors of the AUTHORITY has adopted a Resolution (a certified copy of which is attached hereto as Exhibit A) proposing such an amendment to said Certificate of Incorporation, as last amended.

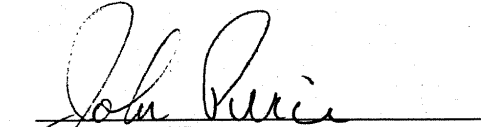
4. There is no public water system adequate to serve any new territory in which it is proposed that the AUTHORITY will render water service. There are no public fire protection facilities adequate to serve any new territory in which it is proposed that the AUTHORITY will render fire protection service.

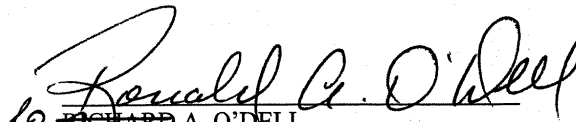
5. The proposed Amendment to the Certificate of Incorporation of the AUTHORITY, as last amended, will promote the public health, convenience and welfare.

WHEREFORE, the applicants pray that the Baldwin County Commission adopt a resolution and order declaring that it has reviewed the contents of this Application and has found and determined as a matter of fact that the statements contained in this Application are true.

Respectfully submitted this 4<sup>th</sup> day of February, 2002.

EAST CENTRAL BALDWIN COUNTY  
WATER AND FIRE PROTECTION  
AUTHORITY

  
JOHN PIERCE  
Chairman of the Board of Directors

  
RICHARD A. O'DELL  
Secretary-Treasurer


STATE OF ALABAMA )

BALDWIN COUNTY )


I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN PIERCE and RICHARD A. O'DELL, having been by me first duly sworn, depose and say that each of them has read the foregoing Application and that the statements contained therein are true and correct to the best of their knowledge and that they, as such officers and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and official seal of office this 4<sup>th</sup> day of February, 2002.

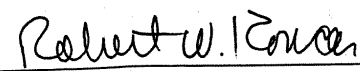
[ NOTARIAL SEAL ]

  
NOTARY PUBLIC  
My Commission Expires: 4/2004

ST The foregoing Application was filed with the Baldwin County Commission this day of February, 2002.

  
ALLEN D. PERDUE  
Chairman of the Baldwin  
County Commission

ATTEST:

  
ROBERT W. KONCAR  
Administrator of the Baldwin  
County Commission



STATE OF ALABAMA

BALDWIN COUNTY

RESOLUTION

WHEREAS, the EAST CENTRAL BALDWIN COUNTY WATER AND FIRE PROTECTION AUTHORITY (AUTHORITY) was originally incorporated and formed and by virtue of §11-8-1, et seq., Code of Alabama (1975), as amended; and

WHEREAS, the AUTHORITY wishes to expand its service area to add additional territory thereto; and

WHEREAS, there is no public water system, public sewer system or public fire protection facility adequate to serve the new territory which is proposed to be added to the service area of the AUTHORITY; and

WHEREAS, a motion was duly made by John P. King and seconded by Roy Dyess, Jr., which said motion passed unanimously, it was,

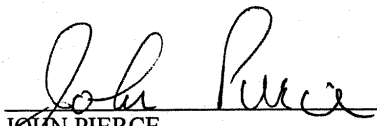
RESOLVED BY THE BOARD OF DIRECTORS as follows:

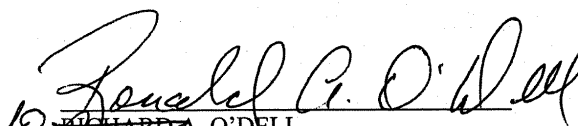
The Certificate of Incorporation of the AUTHORITY shall be amended to change the service area of the AUTHORITY to add new territory thereto to the end that the service area of the AUTHORITY shall now include all of the following land which is set forth and described on Exhibit A which is attached hereto and incorporated herein as though fully set forth and which said territory is further depicted on the map(s) which is/are attached hereto as Exhibits B and C and incorporated herein as though fully set forth.

DONE this the 4<sup>th</sup> day of February, 2002.




EAST CENTRAL BALDWIN COUNTY  
WATER AND FIRE PROTECTION  
AUTHORITY

  
JOHN PIERCE  
Chairman of the Board of Directors

  
RICHARD A. O'DELL  
Secretary-Treasurer

The undersigned, as Secretary of East Central Baldwin County Water and Fire Protection Authority, hereby certifies that the Resolution set forth hereinabove constitutes a true, full and complete copy of a Resolution duly adopted at a Special Meeting of the Board of Directors of said AUTHORITY held on Monday, February 4, 2002, as the same appears in the permanent records of said AUTHORITY in my custody.

IN WITNESS WHEREOF, I have hereunto affixed my signature under the seal of the AUTHORITY this 4th day of February, 2002.

  
RICHARD A. O'DELL  
Secretary

(SEAL)

**EXHIBIT A  
TO RESOLUTION  
OF EAST CENTRAL BALDWIN COUNTY  
WATER AND FIRE  
PROTECTION AUTHORITY**

**ORIGINAL SERVICE AREA AND 1994 ADDITION:**

Begin at the Northwest corner of Section 4, Township 4 South, Range 4 East in Baldwin County, Alabama and run east along the north line of said Section 4 and a continuation thereof to where it is intersected by the Perdido River; thence follow the meanders of the Perdido River in a Southerly direction to where it joins with the Blackwater River; thence follow the meanders of the Blackwater River in a West/Northwesterly direction to the point of intersection with the north line of the South  $\frac{1}{2}$  of Section 29, T 5 S, R 4 E; thence run west along the north line of the South  $\frac{1}{2}$  of said Section 29 and a continuation thereof to the northwest corner of the Southeast  $\frac{1}{4}$  of Section 30, T 5 S, R 4 E; then run south along the west line of the East  $\frac{1}{2}$  of said Section 30 to the south line of Section 30, T 5 S, R 4 E; thence run west along said south line to the east right-of-way of Alabama Highway 59; thence run northwesterly along said east R.O.W. to its point of intersection with the east line of the West  $\frac{1}{4}$  of Section 24, T 5 S, R 3 E; thence run north along said east line of the west  $\frac{1}{4}$  of said Section 24 and a continuation thereof to its point of intersection with the north line of the South  $\frac{1}{2}$  of Section 13, T 5 S, R 3 E; thence run east along the north line of said south  $\frac{1}{2}$  to its intersection with the Blackwater River; thence follow the meanders of the Blackwater River in a northwesterly direction to its point of intersection with the south line of Section 7, T 5 S, R 4 E; thence run east along said south line to the southwest corner of the E  $\frac{1}{2}$  of said Section 7; thence run north along the west line of said E  $\frac{1}{2}$  of said Section 7 to the southwest corner of the northeast  $\frac{1}{4}$  of Section 6, T 5 S, R 4 E; thence run east along the north line of the S  $\frac{1}{2}$  of said Section 6 and a continuation thereof to the southwest corner of the Northwest  $\frac{1}{4}$  of Section 4, T 5 S, R 4 E; thence run north along the west boundary of said Section 4 and a continuation thereof to the point of beginning.

**2002 SOUTHERN SERVICE AREA ADDITION:**

Begin at the NW Corner of Section 34 Township 6 South Range 5 East; thence run East along the North line of said Section 34, Township 6 South Range 5 East to the point of intersection of the said North line with the centerline of Blackwater River; Thence run along and following the meandering centerline of the Blackwater River in a north, northwesterly and westerly direction to the point of intersection of the centerline of the Blackwater River with the North line of Section 4 Township 6 South Range 4 East: Thence run west along the North line of Section 4 Township 6 South Range 4 East to the NW corner of Section 4 Township 6 South Range 4 East; Thence run South along the West lines of Sections 4, 9, 16, 21, 28, and 33 Township 6 South Range 4 East to the SW corner of Section 33 Township 6 South Range 4 East: Thence continue South along the West line of Section 4 Township 7 South Range 4 East to the SW corner of the North  $\frac{1}{2}$  of Section 4 Township 7 South Range 4 East: Thence run East along the South line of the North  $\frac{1}{2}$  of Section 4 Township 7 South Range 4 East to the SW corner of the NE  $\frac{1}{4}$  of Section 4

Township 7 South Range 4 East; Thence South to the SW Corner of the SE 1/4 of Section 4 Township 7 South Range 4 East; Thence continue South to the SW Corner of the SE 1/4 of Section 9 Township 7 South Range 4 East; Thence run east along the South line of the SE 1/4 of Section 9 Township 7 South Range 4 East to the SE corner of Section 9 Township 7 South Range 4 East; Thence continue East along the South lines of Sections 10 and 11 Township 7 South Range 4 East to the SE corner of Section 11 Township 7 South Range 4 East; Thence run South along the West line of Section 13 Township 7 South Range 4 East to the SW corner of Section 13 Township 7 South Range 4 East; Thence run East along the South line of Section 13 Township 7 South Range 4 East to the SE corner of Section 13 Township 7 South Range 4 East; Thence continue East along the South lines of Sections 18, 17, and 16 Township 7 South Range 5 East to the SE corner of Section 16 Township 7 South Range 5 East; Thence run North along the East lines of Sections 16, 9, and 4 Township 7 South Range 5 East to the NE corner of Section 4 Township 7 South Range 5 East; Thence continue North along the East Line of Section 33 Township 6 South Range 5 East to the NE corner of Section 33 Township 6 South Range 5 East and the point of beginning.

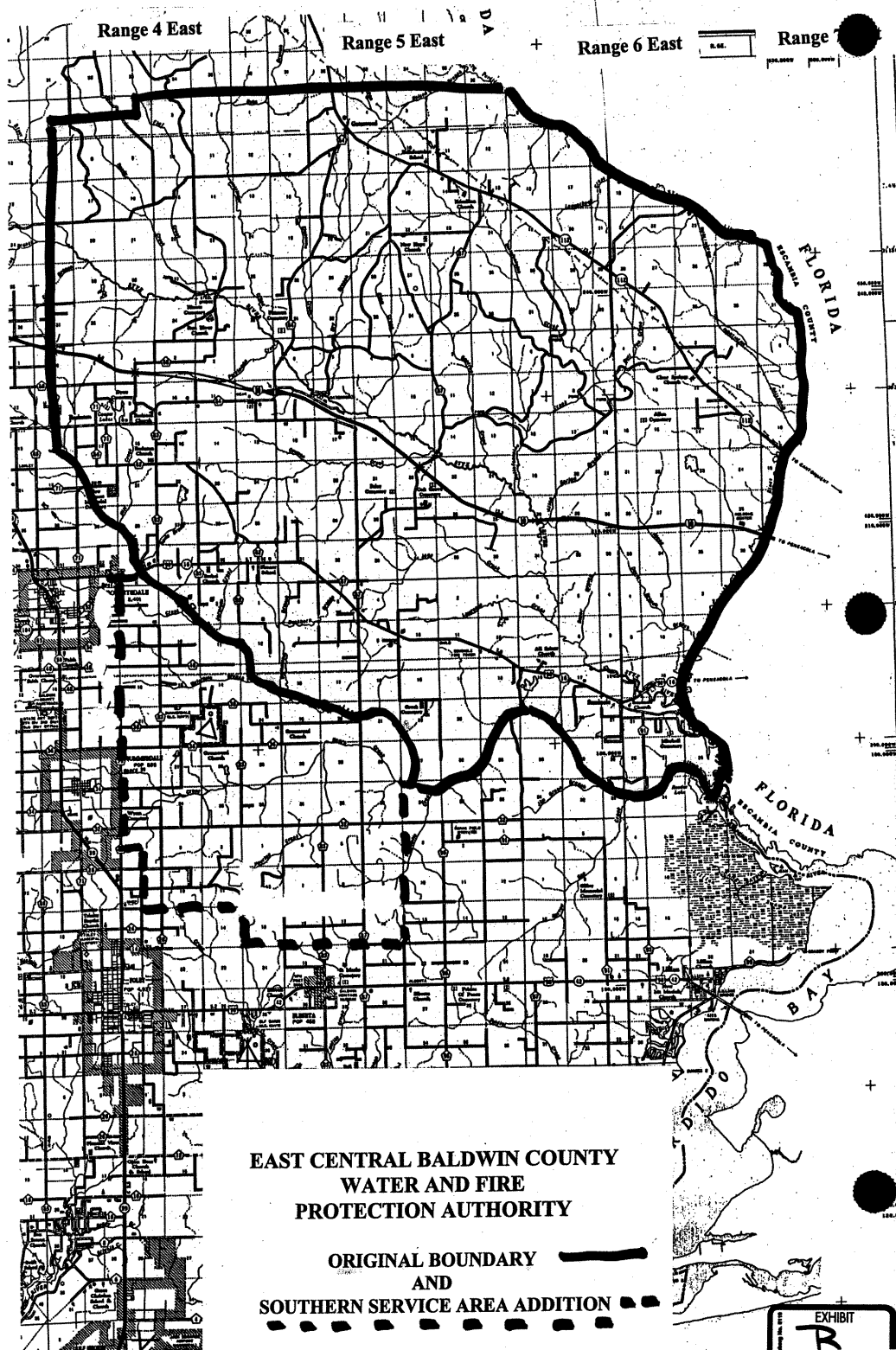
Less and except any part thereof within a Municipal City Limits Boundary.

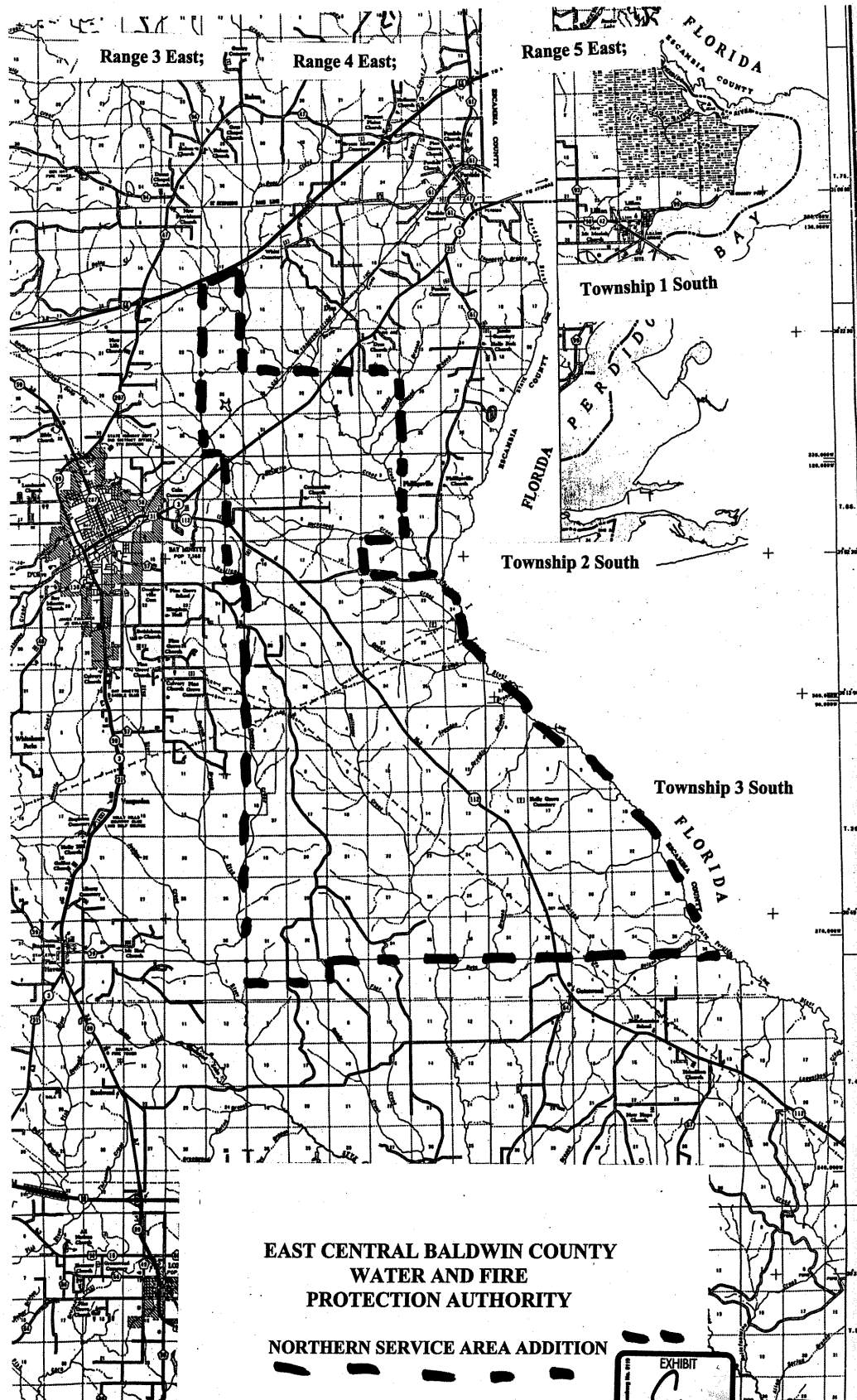
#### **2002 NORTHERN SERVICE AREA ADDITION:**

Begin at the point of intersection of the South line of Section 36, Township 3 South, Range 5 East and the Perdido River in Baldwin County, Alabama; thence run Northwesterly, northerly and northeasterly along the Perdido River to the point of intersection of the centerline of the Perdido River with the West line of Section 24 Township 2 South Range 4 East; thence run North along the West line of Section 24 Township 2 South Range 4 East to the NW corner of Section 24 Township 2 South Range 4 East; thence run West along the South line of Sections 14 and 15 Township 2 South Range 4 East to the SW corner of Section 15 Township 2 South Range 4 East; thence run North along the West line of Section 15 Township 2 South Range 4 East to the NW corner of Section 15 Township 2 South Range 4 East; thence run East along the North line of Section 15 Township 2 South Range 4 East to the NE corner of Section 15 Township 2 South Range 4 East; thence run North along the West line of Sections 11 and 2 Township 2 South Range 4 East to the NW corner of Section 2 Township 2 South Range 4 East; thence continue North along the West line of Sections 35 and 26 Township 1 South Range 4 East to the NW corner of Section 26 Township 1 South Range 4 East; thence run West along the South Line of Sections 22, 21, 20, and 19 Township 1 South Range 4 East to the SW corner of Section 19 Township 1 South Range 4 East; thence North along the East line of Section 24 Township 1 South Range 3 East to the intersecting point of the East line of Section 12 Township 1 South Range 3 East with the Southerly Right of Way line of I - 65; thence run Southwesterly along the said Southerly Right of Way line of I - 65 to the intersecting point of the said Southerly Right of Way line of I 65 with the West line of Section 12 Township 1 South Range 3 East; thence run South along the West line of Sections 12, 24, 25 and 36 Township 1 South Range 3 East to the SW corner of Section 36 Township 1 South Range 3 East; thence run East along the South line of said Section 36, Township 1 South, Range 3 East to the Northwest corner of the

East ½ of Section 1, Township 2 South, Range 3 East; thence run South along the West line of the East ½ of Section 1, Township 2 South, Range 3 East and the projection thereof to the Southwest corner of the East ½ of Section 13, Township 2 South, Range 3 East; thence run East along the South line of the East ½ of Section 13, Township 2 South, Range 3 East to the North west corner of Section 19, Township 2 South, Range 4 East; thence run South along the West line of said Section 19, Township 2 South, Range 4 East and the projection thereof to the Northwest corner of Section 6, Township 3 South, Range 4 East; thence run South along the West line of said Section 6, Township 3 South, Range 4 East and the projection thereof to the Northwest corner of Section 6, Township 4 South, Range 4 East; thence run South along the West line of said Section 6, Township 4 South, Range 4 East to the Southwest corner of the North ½ of said Section 6, Township 4 South, Range 4 East; thence run East along the South line of the said North ½ of said Section 6, Township 4 South, Range 4 East and the projection thereof to the Southeast corner of the North ½ of Section 5, Township 4 South, Range 4 East; thence run North along the east line of the said Section 5, Township 4 South, Range 4 East to the Northeast corner of Section 5, Township 4 South, Range 4 East; thence run east along the south line of Section 31 Township 3 South, Range 4 East and the projection thereof to the Southeast corner of Section 36, Township 3 South, Range 4 East; thence run east along the South line of Section 31, Township 3 South and Range 5 East and the projection thereof to the Point of Beginning.

Less and except any part thereof within a Municipal City Limits Boundary.





**IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA**

**CITY OF ROBERTSDALE, et al.,** \*

**Plaintiff,** \*

**vs.** \*

**Case Number: CV- 2009-901240.80**

**EAST CENTRAL BALDWIN COUNTY** \*

**WATER, SEWER, AND FIRE** \*

**PROTECTION AUTHORITY, et al.** \*

**Defendant.** \*

**MEDIATION SETTLEMENT AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_ day of March, 2020, by and between City of Robertsdale, hereinafter referred to as Robertsdale and East Central Baldwin County Water, Sewer, and Fire Protection Authority, hereinafter referred to as ECBC.

WHEREAS, Robertsdale, has instituted an action against ECBC now pending in the Circuit Court of Baldwin County, Alabama, captioned City of Robertsdale, et al., vs. East Central Baldwin County Water, Sewer, and Fire Protection Authority, et al., Civil Action No. CV-2009-901240, in which Robertsdale, has asserted claims; and

WHEREAS, ECBC, denies any liability and wrongdoing whatsoever; and

WHEREAS, Robertsdale and ECBC, through mediation, wish to settle and resolve all claims asserted in the Baldwin County Litigation and any and all other matters, claims, disputes and issues between Robertsdale and ECBC; and

WHEREAS, the Parties to this Agreement, having been advised of their potential rights, liabilities, obligations, if any, in connection with their respective claims against the other party and any related claims, and being represented by counsel of their own

choosing, consider it in their best interest to fully settle, resolve, compromise and fully release all claims, disputes, and differences between them in order to avoid the costs, fees and uncertainty of judicial dissolution and litigation; and

WHEREAS, each of the Parties desires to forego and waive any claims against the other party on the terms and conditions more specifically set forth in this Agreement; and

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Robertsdale and ECBC hereby covenant and agree as follows:

1. Robertsdale and ECBC will enter into a consent decree which will incorporate the terms of this settlement. Attached thereto will be an Exhibit A, a color-coded map which will reflect ECBC's existing service area, ECBC's concessions or transfer of service area to Robertsdale, and Robertsdale's service area. This exhibit will be an official document of ownership of all involved parties.
2. ECBC will transfer and cede to Robertsdale all of ECBC's service area west of the Baldwin Beach Express, starting at County Road 48 South, and running North to the Blackwater River with the exception of the James Hardy, Jr., property which is specifically excluded herefrom. ECBC will convey to Robertsdale all of its infrastructure within this area and Robertsdale will pay ECBC \$120,000.00 for the infrastructure that runs on County Road 71, East Silverhill Avenue, Shobe Lane, Byrd Lane, Oak Ridge Drive West, Fairground



Road, McDaniel Lane, Hubbard Road, and County Road 48 as shown on Exhibit "A". Payment will be made to ECBC from Robertsdale within 30 days from the effective date of said consent decree.

3. Both parties will enter into a 5-year mutual aid agreement which will be a separate agreement whereby each party agrees to pay the other \$2.50 per thousand gallons of water provided. This agreement will be executed within 24 months and anytime earlier upon agreement of the parties.
4. As part of the above referenced mutual aid agreement, Robertsdale will construct an interconnect with ECBC at a location to be determined at a future date by both parties. In the event a dispute arises over the location, both sides can present this argument to the mediator, the Honorable Langford Floyd, Esquire, and he will decide the location. Robertsdale will put in a water meter and water vault which it will construct at its own cost.
5. ECBC will cede to Robertsdale the service area lying East and North of Robertsdale's city limits, illustrated on Exhibit A attached, with the following conditions:
  - A. Robertsdale will extend water mains from their closest supply lines as needed to provide water service to the existing ECBC customers in the ceded service areas.
  - B. ECBC will convey the following infrastructure to Robertsdale as reflected on Exhibit A (this listing is approximate in that it was determined by using GIS data which may not be totally exact), to-wit:

1. County Road 71
  - (a) 1626 ft of 3" PVC Pipe.
  - (b) 6 - $\frac{3}{4}$ " residential service connections.
  - (c) 1 flush hydrant.
2. East Silverhill Avenue
  - (a) 2,789 ft of 3" PVC Pipe.
  - (b) 2,621 ft of 6" PVC Pipe.
  - (c) 12 - $\frac{3}{4}$ " residential service connections.
  - (d) 1 flush hydrant.
  - (e) 1 fire hydrant.
  - (f) 4 - 3" MJ gate valves.
3. Shobe Lane
  - (a) 1,327 ft of 3" PVC Pipe.
  - (b) 2 -  $\frac{3}{4}$ " residential service connections.
  - (c) 1 flush hydrant.
4. Byrd Lane
  - (a) 578 ft. of 3" PVC Pipe.
  - (b) 2-  $\frac{3}{4}$ " residential service connections.
  - (c) 1 flush hydrant.
5. Oak Ridge Drive West
  - (a) 613 ft. of 6" PVC Pipe.
  - (b) 1-  $\frac{3}{4}$ " residential service connection.
6. Fairground Road

- (a) 2538 ft. Of 3" PVC Pipe.
  - (b) 1- ¾" residential service connection.
- 7. McDaniel Lane
  - (a) 289 ft. of 6" PVC Pipe.
  - (b) 1 fire hydrant.
- 8. Hubbard Rd
  - (a) 749 ft. of 3" PVC Pipe.
  - (b) 2- ¾" residential service connections.
  - (c) 1 flush hydrant.
- 9. County Road 48
  - (a) 678 ft of 6" PVC Pipe.
  - (b) 5 -¾" residential service connection.
  - (c) 1 fire hydrant.
- 6. ECBC will maintain its infrastructure running North and South along the West side of the Baldwin Beach Express. ECBC will agree that Robertsedale can run parallel lines to the West side of ECBC's existing lines and infrastructure. ECBC is authorized to run a parallel transmission line up the East side of the Baldwin Beach Express from U.S. Hwy. 90 to Oak Ridge Road so as to allow ECBC to create a loop in ECBC's system.
- 7. The transition with respect to all parameters outlined in this Agreement will be done within 24 months. ECBC will continue to service the effected customers in the ceded service area until such time as water service has been extended to said customers as outlined herein.

8. ECBC's sewer rights remain non-exclusive, so in the event Robertsdale wants to run service in ECBC's service area, and ECBC does not have any sewer infrastructure in place in that part of their service area, they do not have to pay a franchise fee or be subject to ECBC regulations.
9. Robertsdale is given a first right of refusal to purchase any or all of the ECBC system or infrastructure in the event ECBC decides to sell the same.
10. In the event ECBC stays current with any and all City Business Licenses legally due from ECBC to Robertsdale for its activity in Robertsdale's corporate limits, police jurisdiction or newly annexed areas, no franchise fee will be due, and the same are waived. The parties agree to execute a separate franchise agreement between themselves, reflecting the same.
11. This Medication Settlement Agreement shall become final when approved by the Baldwin County Commission which said approval shall be evidenced by its execution of this document.
12. ECBC and Robertsdale will dismiss any and all pending actions or complaints against one another with prejudice.
13. Robertsdale and Baldwin County will dismiss any and all pending actions or complaints against one another with prejudice.
14. Any order entered in this case based upon this Medication Settlement Agreement shall be recorded in the probate records of Baldwin County, Alabama.
15. Each party will be responsible for their own costs of the proceeding.

**THE CITY OF ROBERTSDALE,  
a municipal corporation**

\_\_\_\_\_  
CHARLES MURPHY  
ITS: Mayor

\_\_\_\_\_  
KENNETH R. RAINES  
Attorney for City of Robertsdale  
Post Office Box 453  
Fairhope, AL 36533  
251-517-0528  
[kraines@raineslawfirm.com](mailto:kraines@raineslawfirm.com)

**EAST CENTRAL BALDWIN COUNTY WATER,  
SEWER AND FIRE PROTECTION AUTHORITY**

BY: \_\_\_\_\_

CARL A. DAVIS  
Chairman of the Board

\_\_\_\_\_  
ROBERT A. WILLS  
Attorney for ECBC  
Post Office Box 547  
Bay Minette, AL 36507  
251-937-2411  
[rwills423@aol.com](mailto:rwills423@aol.com)

**BALDWIN COUNTY COMMISSION**

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
HOPE C. HICKS  
Attorney for Baldwin County  
Post Office Box 2148  
Montgomery, Alabama 36102  
Email: [hhicks@ball-ball.com](mailto:hhicks@ball-ball.com)

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that Charles Murphy, whose name as Mayor of The City of Robertsedale, a municipal corporation, is signed to the foregoing agreement, and who is known to me as such, acknowledged before me on this day that, being informed of the contents of said responses he executed the same voluntarily for and on behalf of The City of Robertsedale, a municipal corporation, on the day the same bears date.

Given under my hand and seal on this the \_\_\_\_ day of March, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that Carl A. Davis, whose name as Chairman of the Board of East Central Baldwin County Water, Sewer, and Fire Protection Authority, is signed to the foregoing agreement, and who is known to me as such, acknowledged before me on this day that, being informed of the contents of said responses he executed the same voluntarily for and on behalf of East Central Baldwin County Water, Sewer, and Fire Protection Authority, on the day the same bears date.

Given under my hand and seal on this the \_\_\_\_ day of March, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the BALDWIN COUNTY COMMISSION, 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 foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

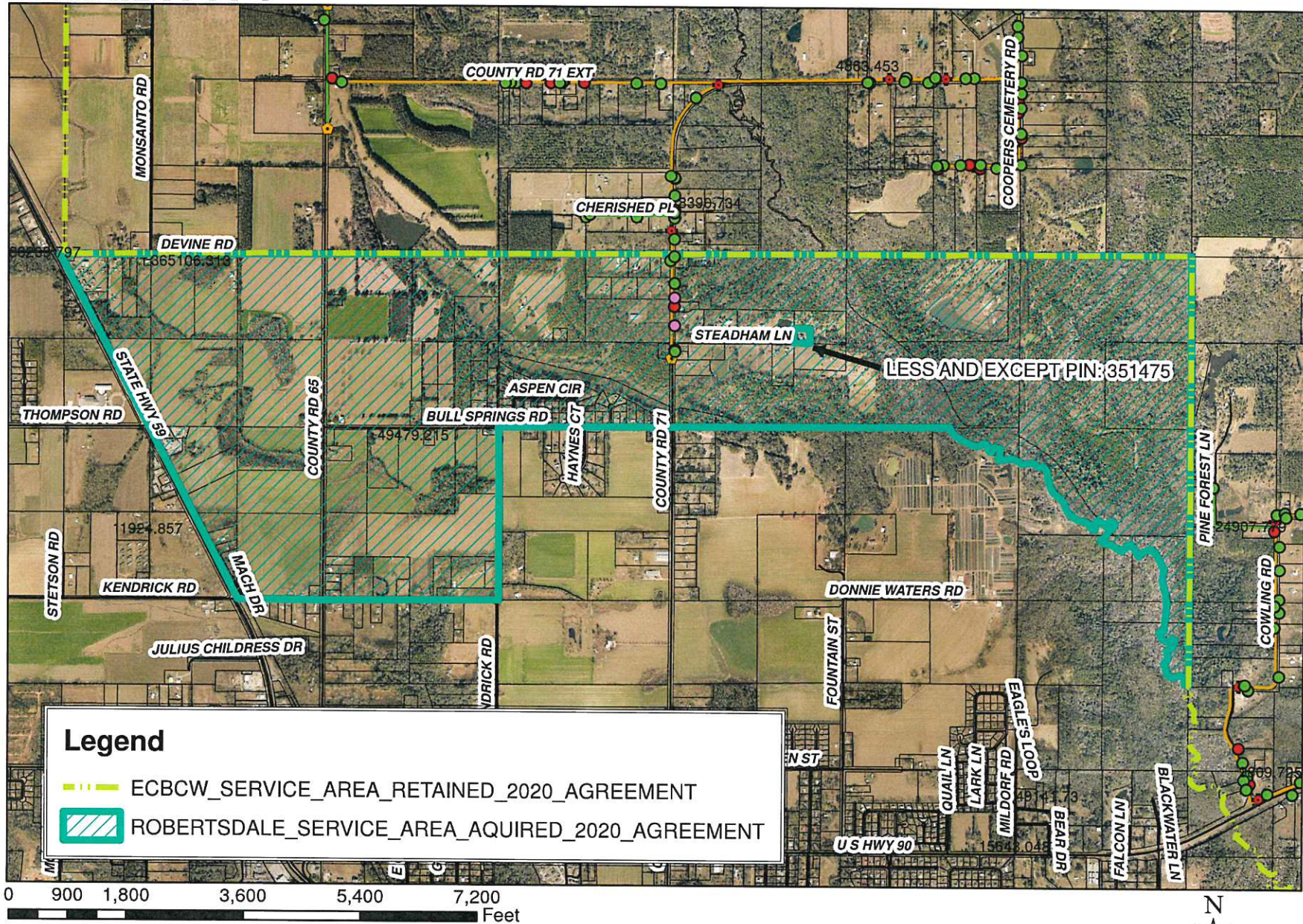
Given under my hand and official seal of office this \_\_\_\_\_ day of March, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

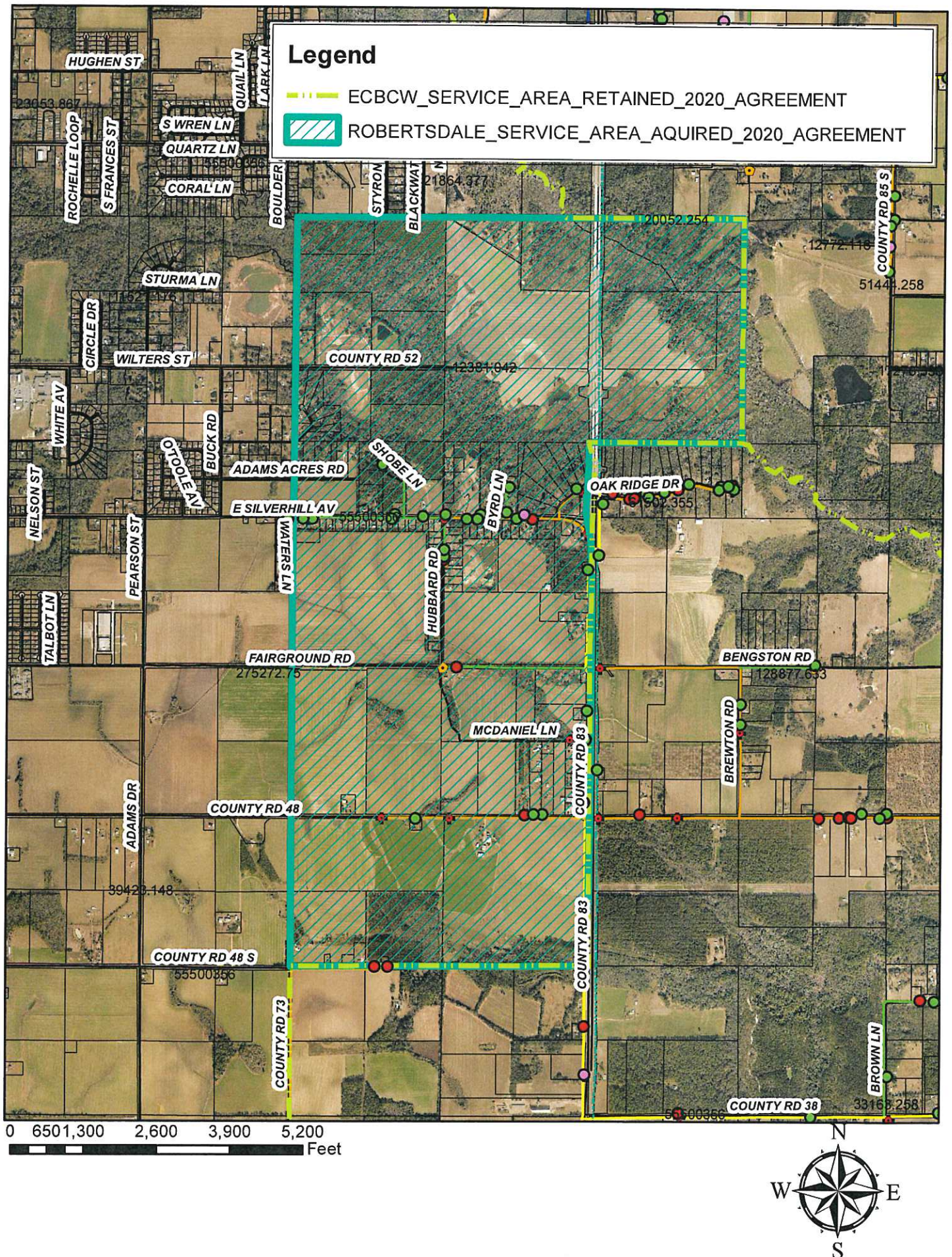


# EXHIBIT A-1





# EXHIBIT A-2





**Legal Description for Service Area South of Devine Rd. (Figure 1)**

COMMENCING and BEGINNING from the purported Southeast corner of the Southwest  $\frac{1}{4}$  of Section 30, Township 5 South, Range 4 East, Baldwin County, Alabama, thence west along the south section lines of Section 30, Township 5 South, Range 4 East, and Section 25, Township 5 South, Range 3 East to the eastern right of way line of Alabama State Highway 59, thence northwest along said right of way to the intersection of the north section line of Section 25, Township 5 South, Range 3 East, thence east along said section line to the Northeast corner of Section 25, Township 5 South, Range 3 East, thence continue east along the North section lines of Section 30, 29, and 28, Township 5 South, Range 4 East, to the Northeast corner of the Northwest  $\frac{1}{4}$  of Section 28, Township 5 South, Range 4 East, thence south along the East line of the west half of said Section 28, to the Southeast corner of the Southwest  $\frac{1}{4}$  of Section 28, Township 5 South, Range 4 East, thence continue south approximately 1,330' to the centerline of Blackwater River, thence run northwesterly along and following the centerline of said river to the Southeast corner of the Northeast  $\frac{1}{4}$  of Section 29, Township 5 South, Range 4 East, thence west to the Northwest corner of the Southeast  $\frac{1}{4}$  of Section 30, Township 5 South, Range 4 East, thence south back to the point of beginning.

Less and Except PIN 351475 located on Steadham Road.

**Legal Description for Service Area South of Hwy 90 (Figure 2)**

COMMENCING and BEGINNING from the purported Northwest corner of Section 4, Township 6 South, Range 4 East, Baldwin County, Alabama, thence south along the west section lines of Sections 4, 9, and 16 to the Southwest corner of the Northwest  $\frac{1}{4}$  of Section 16, Township 6 South, Range 4 East, thence east along the south line of the north half of Section 16, Township 6 South, Range 4 East, to the intersection of the west right of way of the Baldwin Beach Express, thence north along said right of way to the intersection of the south line of the North half of the Southeast  $\frac{1}{4}$  of Section 4, Township 6 South, Range 4 East, thence east to the Southeast corner of the North half of the Southwest  $\frac{1}{4}$  of Section 3, Township 6 South, Range 4 East, thence north along the east line of the west half of said Section 3 to the Northeast corner of the Northwest  $\frac{1}{4}$  of Section 3, Township 6 South, Range 4 East, thence west along the north lines of Section 3 and Section 4 back to the point of beginning.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

THE TOWN OF SUMMERDALE, )  
ALABAMA, a municipality; BALDWIN )  
COUNTY SEWER SERVICE, LLC, an )  
Alabama limited liability company; CITY )  
OF ROBERTSDALE, a municipality, )

Plaintiffs, )

v. )

CASE NO. CV-2009-901240.80

EAST CENTRAL BALDWIN COUNTY )  
WATER, SEWER AND FIRE )  
PROTECTION AUTHORITY and THE )  
BALDWIN COUNTY COMMISSION, )

Defendants. )

**SETTLEMENT AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_ day of March, 2020, by and between the Town of Summerdale, hereinafter referred to as Summerdale, and East Central Baldwin County Water, Sewer, and Fire Protection Authority, hereinafter referred to as ECBC.

WHEREAS, Summerdale has instituted an action against ECBC now pending in the Circuit Court of Baldwin County, Alabama, captioned Town of Summerdale, et al, vs. East Central Baldwin County Water, Sewer, and Fire Protection Authority, et al, Civil Action No. CV-2009-901240, in which Summerdale has asserted claims; and

WHEREAS, ECBC denies any liability and wrongdoing whatsoever; and

WHEREAS, Summerdale and ECBC, through agreement, wish to settle and resolve all claims asserted in the Baldwin County Litigation and any and all other matters, claims, disputes and issues between Summerdale and ECBC; and

WHEREAS, the Parties to this Agreement having been advised of their potential rights, liabilities, obligations, if any, in connection with their respective claims against the other party and any related claims, and being represented by counsel of their own choosing, consider it in their best interest to fully settle, resolve, compromise and fully release all claims, disputes, and differences between them in order to avoid the costs, fees and uncertainty of judicial resolution and litigation; and

WHEREAS, each of the Parties desires to forego and waive any claims against the other party on the terms and conditions more specifically set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Summerdale and ECBC hereby covenant and agree as follows:

1. Summerdale and ECBC will enter into a consent decree which will incorporate the terms of this settlement. Attached thereto will be Exhibits A and B, color-coded maps which will reflect ECBC's existing service area, ECBC's concessions or transfer of service area to Summerdale, Summerdale's service area and infrastructure being sold and conveyed from ECBC to Summerdale hereunder. These Exhibits will be official documents of ownership of all involved parties.

2. Summerdale and ECBC agree to enter into a franchise agreement for ECBC to serve all those portions of Summerdale's corporate limits lying east of the Baldwin Beach Express, as they exist at the time of the execution of this Agreement, and as they are further identified on Exhibit A. The portion of ECBC's service area which includes Summerdale's corporate limits lying east of the Baldwin Beach Express as they exist at the time of this Settlement Agreement is outlined in green. The existing corporate limits therein are designated by the red cross-hatching. The terms of said franchise agreement shall be as follows:

- (A) ECBC shall pay Summerdale a 3% franchise fee.
- (B) The term of said franchise agreement shall be for thirty (30) years after which time the franchise fee would be re-negotiated.
- (C) ECBC will have no responsibility for the payment of a business license fee, permit fee or any other similar fee in those corporate areas where it is paying the 3% franchise fee.
- (D) The franchise fee shall be paid by ECBC to Summerdale in one annual payment.
- (E) Any area lying east of the Baldwin Beach Express and lying within ECBC's service area which is annexed by Summerdale after the date of the execution of this Agreement which said area is currently being served by ECBC or where ECBC has service reasonably accessible, shall not be subject to or required to be included in a franchise agreement. However, ECBC would be responsible for any business license fee or permit fee typically charged by Summerdale for the provision of such services in those areas.

3. It is specifically agreed by and between Summerdale and ECBC that Summerdale shall be authorized to run a water line from the east side of the Baldwin Beach Express, along County Highway No. 32 to a point where Resmondo Road intersects said County Highway No. 32. This line may be run on either the north or the south side of said County Highway No. 32. The purpose of this agreement is to afford Summerdale access to two parcels of property lying in the

northeast quadrant of the intersection of Baldwin County Highway No. 32 and the Baldwin Beach Express more particularly identified by their PPIN numbers of 10959 and 65382 and to afford Summerdale access to the western portion of the Hamm property the eastern portion of which was developed as Shadyfield Estates Subdivision and which is more particularly identified as PPIN 21124. It is specifically understood and agreed that the intent of this provision is to allow Summerdale to compete on an equal basis with ECBC for service to these three parcels and Summerdale agrees that it will not use its permitting authority or any other municipal authority to coerce the owner or developer of these parcels to utilize Summerdale's water services as opposed to ECBC's water services.

4. ECBC agrees to sell and Summerdale agrees to purchase ECBC's currently existing infrastructure as shown on Exhibit B, to-wit:

- (A) County Road 34 west of the Baldwin Beach Express
- (B) Guy Burns Road
- (C) Fred Duggar Road/Sanborn Avenue
- (D) The west side of the Baldwin Beach Express running north/south from Duggar Road to Baldwin County Highway No. 32

Summerdale shall have twenty-four (24) months to take possession of said lines. ECBC will continue to provide service in these lines until Summerdale takes possession thereof. Summerdale shall pay ECBC \$25.00 per foot for each 8" line, \$20.00 per foot for each 6" line and \$10.00 per foot for each 3" line. The total cost for the purchase of this infrastructure is \$241,853.50. Summerdale agrees to pay this amount in full within thirty (30) days of the execution of this Settlement Agreement.

5. ECBC agrees to reduce its currently existing service area lying west of the Baldwin Beach Express from a line running east and west through the mid-point of Section 28, Township 6 South, Range 4 East, south to the Foley Beach Express as is more particularly described on Exhibit A. This area is outlined on Exhibit A by the red-dotted line and is further designated by the green diagonal lines, all of which lie west of the Baldwin Beach Express.

6. Summerdale and ECBC shall construct one interconnect between their systems at the southeast corner of Baldwin County Highway No. 32 and the Baldwin Beach Express with the cost thereof to be divided equally (50/50) between Summerdale and ECBC. Further, both parties agree to enter into a mutual aid agreement within thirty (30) days of the construction of said interconnect. Any improvements or upgraded apparatus installed in conjunction with this interconnect shall be paid for by the benefitting party, including, but not limited to, a pressure sustaining valve.



7. The Shadyfield Estates Subdivision shall continue to be serviced by ECBC and shall be subject to the franchise agreement described in Paragraph No. 2 hereinabove. The determination of which entity shall serve any expansion of the Shadyfield Estates Subdivision shall be made by the developer thereof. However, the conditions as set forth in Paragraph 3 hereinabove concerning the competition between Summerdale and ECBC shall apply.

8. ECBC is authorized to extend a line on the east side of the Baldwin Beach Express running from Baldwin County Highway No. 32 north to the Baldwin County Highway No. 34 / Lehman Road intersection so as to provide a "loop" in ECBC's infrastructure.

9. ECBC agrees not to extend any infrastructure running south from Baldwin County Highway No. 36 along Baldwin County Highway No. 73 without the consent of Summerdale.

10. This Settlement Agreement shall become final when approved by the Baldwin County Commission which said approval shall be evidenced by its execution of this Agreement. Summerdale and ECBC will dismiss any and all pending actions or complaints against one another with prejudice. Summerdale and Baldwin County will dismiss any and all pending actions or complaints against one another herein with prejudice.

11. Any order entered in this case based upon this Settlement Agreement shall be recorded in the Probate Records of Baldwin County.

12. Each party shall be responsible for their own costs of this proceeding.

**I HAVE READ THIS SETTLEMENT AGREEMENT AND UNDERSTAND AND AGREE TO THE TERMS AND PROVISIONS SET FORTH HEREIN.**

TOWN OF SUMMERDALE,  
a municipal corporation

BY: \_\_\_\_\_  
DAVID WILSON  
Its: Mayor

\_\_\_\_\_  
JAMES G. CURENTON, JR.  
Attorney for the Town of Summerdale  
P. O. Box 1435  
Fairhope, AL 36533  
[jim@curentonlaw.com](mailto:jim@curentonlaw.com)

**STATE OF ALABAMA        )**

**COUNTY OF BALDWIN     )**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Wilson, whose name as Mayor of TOWN OF SUMMERDALE, a municipal corporation, 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 foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal of office this \_\_\_\_ day of March, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**I HAVE READ THIS SETTLEMENT AGREEMENT AND UNDERSTAND AND  
AGREE TO THE TERMS AND PROVISIONS SET FORTH HEREIN.**

**EAST CENTRAL BALDWIN COUNTY WATER,  
SEWER AND FIRE PROTECTION AUTHORITY**

BY:

\_\_\_\_\_  
CARL A. DAVIS  
Chairman of the Board

\_\_\_\_\_  
ROBERT A. WILLS  
Attorney for East Central Baldwin County  
Water, Sewer and Fire Protection Authority  
Post Office Box 547  
Bay Minette, Alabama 36507  
Email: [rwills423@aol.com](mailto:rwills423@aol.com)

**STATE OF ALABAMA            )**

**COUNTY OF BALDWIN        )**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Carl A. Davis, whose name as Chairman of the Board of EAST CENTRAL BALDWIN COUNTY WATER, SEWER AND FIRE PROTECTION AUTHORITY, an Alabama nonprofit corporation, 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 foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal of office this \_\_\_\_\_ day of March, 2020.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



**I HAVE READ THIS SETTLEMENT AGREEMENT AND UNDERSTAND AND AGREE TO THE TERMS AND PROVISIONS SET FORTH HEREIN.**

**BALDWIN COUNTY COMMISSION**

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
HOPE C. HICKS  
Attorney for Baldwin County  
Post Office Box 2148  
Montgomery, Alabama 36102  
Email: [hhicks@ball-ball.com](mailto:hhicks@ball-ball.com)

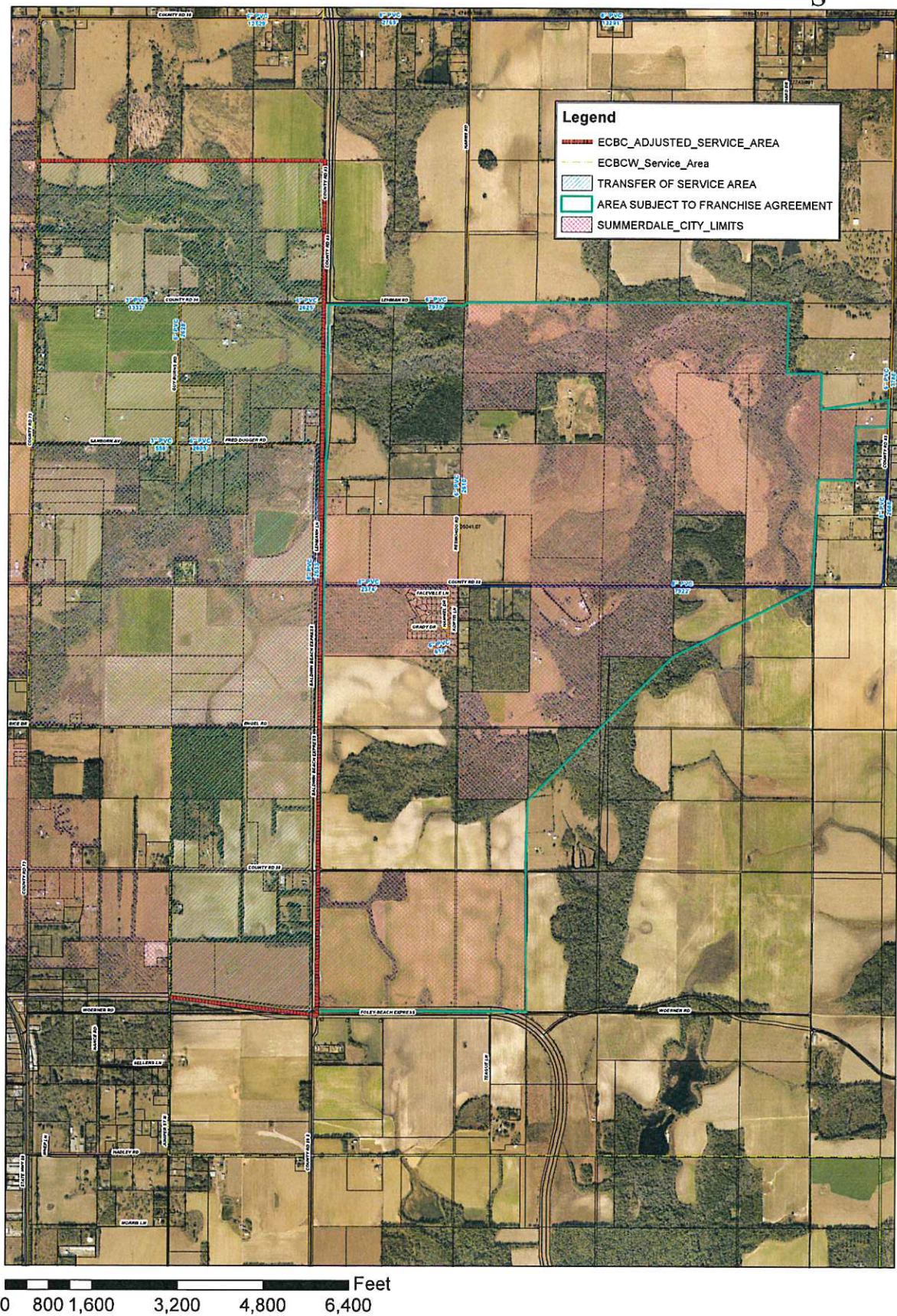
**STATE OF ALABAMA        )**

**COUNTY OF BALDWIN     )**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the BALDWIN COUNTY COMMISSION, 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 foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal of office this \_\_\_\_\_ day of March, 2020.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_





# EXHIBIT B





## **PUBLIC NOTICE**

Please be informed that the Baldwin County Commission will consider at its regular meeting on March 17, 2020, the adoption of Resolution #2020-072 of the Baldwin County Commission which will amend Resolution #2002-31 of the Baldwin County Commission, reducing a portion of the service area granted to East Central Baldwin County Water, Sewer and Fire Protection Authority. Resolution #2002-31 adopted by the Baldwin County Commission on February 19, 2002, granted an application to amend the certificate of incorporation of the East Central Baldwin County Water and Fire Protection Authority to enlarge/expand the service area by adding additional territory to the East Central Baldwin County Water and Fire Protection Authority. A legal description of the proposed service area to be ceded by East Central Baldwin County Water, Sewer and Fire Protection Authority is available for inspection at the Baldwin County Administrator's Office.

The March 17, 2020, regular meeting of the Baldwin County Commission begins at 8:30 a.m. in the County Commission Chambers at the Baldwin County Administration Building located at 322 Courthouse Square in Bay Minette, Alabama.

If you have any questions regarding this Public Notice, please contact:

Wayne Dyess, County Administrator  
Baldwin County Commission  
Telephone: (251) 580-2550  
Email: [wayne.dyess@baldwincountyal.gov](mailto:wayne.dyess@baldwincountyal.gov)

Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Administration Department at (251) 937-0264.

# GULF COAST MEDIA

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

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

LEGAL REP -  
251-345-6805

## PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

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

03/11/2020

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

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

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

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



AMBER KIMBLER  
My Commission Expires  
April 10, 2022

Sworn and subscribed to on 03/11/2020.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 309840

Resolution #2020-072

Amount of Ad: \$79.04

Legal File# Resolution #202

### PUBLIC NOTICE

Please be informed that the Baldwin County Commission will consider at its regular meeting on March 17, 2020, the adoption of Resolution #2020-072 of the Baldwin County Commission which will amend Resolution #2002-31 of the Baldwin County Commission, reducing a portion of the service area granted to East Central Baldwin County Water, Sewer and Fire Protection Authority. Resolution #2002-31 adopted by the Baldwin County Commission on February 19, 2002, granted an application to amend the certificate of incorporation of the East Central Baldwin County Water and Fire Protection Authority to enlarge/expand the service area by adding additional territory to the East Central Baldwin County Water and Fire Protection Authority. A legal description of the proposed service area to be ceded by East Central Baldwin County Water, Sewer and Fire Protection Authority is available for inspection at the Baldwin County Administrator's Office.

The March 17, 2020, regular meeting of the Baldwin County Commission begins at 8:30 a.m. in the County Commission Chambers at the Baldwin County Administration Building located at 322 Courthouse Square in Bay Minette, Alabama.

If you have any questions regarding this Public Notice, please contact:

Wayne Dyess,  
County Administrator  
Baldwin County Commission  
Telephone: (251) 580-2550  
Email:  
wayne.dyess  
@baldwincountyal.gov

Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Administration Department at (251) 937-0264.  
March 11, 2020



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0960, **Version:** 1

**Item #:** BA5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Anu Gary, Administrative Services Manager; Miranda N. McKinnon, Administrative Support Specialist IV

---

### **ITEM TITLE**

Resolution #2020-073 of the Baldwin County Commission - Act No. 90-449 (Fire Tax) - Approval of Use of Fire Tax Proceeds

### **STAFF RECOMMENDATION**

At the request of the Baldwin County Fire Chiefs' Association, take the following actions:

- 1) Adopt Resolution #2020-073 of the Baldwin County Commission which provides the Baldwin County Commission's required approval for an exception to the Baldwin County Local Act No. 90-449 (1990) to allow Baldwin County fire departments in good standing, to utilize their proceeds of taxes derived by Act. No. 90-449 to purchase contracts to provide aeromedical services to members which provides a service to the Baldwin County fire departments (volunteer fire fighters); and
- 2) Authorize the Baldwin County Commission Chairman to execute any other necessary documentation related to the adoption of Resolution #2020-073.

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

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The request was discussed during the March 10, 2020, BCC work session.

The Baldwin County Commission received a written request (see Exhibit A to Resolution #2020-073) from the Baldwin County Fire Chiefs' Association, requesting the Commission for approval for various Baldwin County Fire Departments to use their proceeds of taxes derived by Act. No. 90-449 (fire tax proceeds) to pay for contracts for aeromedical services for members.

The approval of the Baldwin County Commission is required by Act No. 90-449, specifically at

Section 3, (b), which states: "Any exceptions to the above appending guidelines must be approved by the Baldwin County Fire Chiefs Association and the Baldwin County Commission."

The Baldwin County Fire Chiefs' Association adopted its resolution on December 5, 2019, for the same.

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

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

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

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

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

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

#### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

#### **LEGAL IMPACT**

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

County Attorney is reviewing the request and will need to approve prior to Commission approval.

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

Note: Attorney General Opinion No. 97-00216 - June 30, 1997, provided by County Attorney is attached to this agenda item.

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration

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

Administration - Letter and Resolution to:

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

**Additional instructions/notes:** N/A



STATE OF ALABAMA )

COUNTY OF BALDWIN )

**RESOLUTION # 2020-073  
OF THE  
BALDWIN COUNTY COMMISSION**

**AS REQUIRED BY ACT NO. 90-449, PROVIDING FOR APPROVAL OF AN  
EXCEPTION TO THE SPENDING GUIDELINES AS REQUESTED BY THE  
BALDWIN COUNTY FIRE CHIEF’S ASSOCIATION.**

KNOW ALL MEN BY THESE PRESENTS, that Act No. 90-449, 1990 Regular Session [Acts 1990, Vol. 1, p. 634], also codified as Section 45-2-242 of the Code of Alabama (1975), provided for a levy of a 1½ mill tax on all property located in Baldwin County, Alabama, to be distributed among qualified fire departments in Baldwin County, Alabama, based upon the outcome of a referendum election; and

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

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

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

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

; and

WHEREAS, the various Baldwin County fire departments are duly incorporated under the laws of the State of Alabama and remain qualified to receive proceeds derived from Act No. 90-449 and, furthermore, the Baldwin County Fire Chiefs’ Association has presented, on behalf of Baldwin County fire departments, a written request (attached hereto as **Exhibit “A”**) for the consideration of the Baldwin County Commission to approve the utilization of their proceeds of said taxes to pay for the purchase of contracts to provide aeromedical services to the members of the various Baldwin County Volunteer fire departments, which will provide a service to the Baldwin County fire departments (volunteer fire fighters); and

WHEREAS, the Baldwin County Commission has reviewed the aforementioned written request, as well as the accompanying instrument indicating the required approval of the Baldwin County Fire Chiefs' Association related to the same (attached hereto as **Exhibit "A"**), and finds that the requested exception to the spending guidelines set forth in said Act No. 90-449 should be approved; now, therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the various Baldwin County fire departments in good standing are hereby authorized to use their proceeds of taxes derived by Act No. 90-449 to pay for the purchase of contracts to provide aeromedical services to members.

FURTHER, BE IT RESOLVED, that this Resolution, codified as *Resolution #2020-073 of the Baldwin County Commission*, shall in no way obligate the Baldwin County Commission as to the purchase, payments or contract commitments sought by or secured by the various Baldwin County fire departments or the Baldwin County Fire Chief's Association as hereinabove referenced.

DONE, at the County Seat, in Bay Minette, Alabama, and under the Seal of Baldwin County, Alabama, as affixed on this the 17<sup>th</sup> day of March 2020.

---

Commissioner Billie Jo Underwood, Chairman

*ATTEST:*

---

Wayne Dyess, County Administrator



# Baldwin County Fire Chiefs' Association

established 1969

RECEIVED  
FEB 26 2020

BY: BP

## RESOLUTION

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

WHEREAS, said Act provides as follows:

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

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

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

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

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

Approved at the regular monthly meeting held on December 5th, 2019 located at Baldwin County Emergency Management Agency, 23100 McAuliffe Drive, Robertsdale, AL 36567

ATTEST:

BALDWIN COUNTY FIRE CHIEFS'  
ASSOCIATION

BY: Ronald L. [unclear]



# Baldwin County Fire Chiefs' Association

*established 1969*

Baldwin County Fire Departments

Approved to Purchase

Contracts to provide aeromedical services

for members

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

Ala. Op. Atty. Gen. No. 97-00216 (Ala.A.G.), 1997 WL 35271120

Office of the Attorney General

State of Alabama  
Opinion No. 97-00216  
June 30, 1997

**Firefighters-Volunteers-Worker's Compensation Insurance-Funds**

\*1 If approved by Baldwin County Fire Chiefs Association and Baldwin County Commission, part of proceeds of tax authorized by Act No. 90-449 may be used to pay for worker's compensation insurance for firefighters.

Honorable Walter Penry  
Member  
House of Representatives  
12040 County Road 54  
Daphne, AL 36526

Dear Representative Penry:

This opinion is issued in response to your request for an opinion from the Attorney General.

QUESTION

May a part of the proceeds of the tax levied and collected pursuant to Act No. 90-449 be used to pay for worker's compensation insurance for firefighters?

FACTS, LAW AND ANALYSIS

Act No. 90-449 is a local act pertaining to Baldwin County. It provides for an ad valorem tax, the proceeds of which are to be distributed among qualified county volunteer, municipal and volunteer municipal fire departments.

Section 3 of the Act provides:

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

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

In view of the provisions of subsection (b), funds derived from the tax authorized by Act No. 90-449 may be used only for the purposes set out in subsection (a) unless the Baldwin County Fire Chiefs Association and the Baldwin County Commission approve an exception to the guidelines. Therefore, if the use of part of the proceeds of the tax to pay for worker's compensation insurance for firefighters were approved by the Baldwin County Fire Chiefs Association and the Baldwin County Commission, the answer to your question would be affirmative.

CONCLUSION

If approved by the Baldwin County Fire Chiefs Association and the Baldwin County Commission, a part of the proceeds of the tax authorized by Act No. 90-449 may be used to pay for worker's compensation insurance for firefighters. I hope this opinion answers your question. If this office can be of further assistance, please contact Philip C. Davis of my staff.

Sincerely,

Bill Pryor

Attorney General

By: James R. Solomon, Jr.

Chief

Opinions Division

Ala. Op. Atty. Gen. No. 97-00216 (Ala.A.G.), 1997 WL 35271120

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End of Document

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0954, **Version:** 1

**Item #:** BA6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator; Anu Gary, Administrative Services Manager

**Submitted by:** Barbara Pate, Commission Executive Assistant

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### ITEM TITLE

Space Allocation in County Facilities - Allocation of Space at the Baldwin County Courthouse in Bay Minette, Alabama and Adoption of Resolution #2020-069

### STAFF RECOMMENDATION

Baldwin County Courthouse - Bay Minette

In the City of Bay Minette, and pursuant to the authority granted the Baldwin County Commission at §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, and without limitation, adopt Resolution #2020-069 of the Baldwin County Commission, which designates the rooms to be occupied in the Baldwin County Courthouse and further, to authorize the space allocations and offices applicable to the Baldwin County Courthouse.

(Resolution #2020-069 repeals Resolution #2020-057, adopted by the Baldwin County Commission on February 4, 2020.)

### BACKGROUND INFORMATION

**Previous Commission action/date:** February 4, 2020

**Background:** According to Alabama General Law and Baldwin County Local Law, as recited in the attached resolution, the Baldwin County Commission has the sole authority to locate the courts and designate the office space to be utilized by the various county officers and/ or offices at all Baldwin County Commission facilities.

At the request of the Honorable Robert Wilters, District Attorney, to allow the court reporters' office on the second floor of the Bay Minette Courthouse, currently assigned to the Honorable Scott Taylor, Presiding Circuit Judge, to be used by the Baldwin County District Attorney's Office, as a witness holding room for child victims, staff is proposing the Commission to adopt the attached resolution which changes the space allocation as requested. The Honorable Scott Taylor, Presiding Circuit Judge is in agreement with this reallocation.

The last space allocation change done for the Baldwin County Courthouse in Bay Minette was

approved by Resolution #2020-057, adopted February 4, 2020. The proposed Resolution #2020-069 would repeal Resolution #2020-057.

**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 - Update Space Allocations and Resolutions Library on BCAP.

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

Honorable Robert Wilters, District Attorney  
Honorable Scott Taylor, Presiding Circuit Judge  
Brenda Ganey, Court Administrator

cc: Administration Staff

Additional instructions/notes: N/A



STATE OF ALABAMA )

COUNTY OF BALDWIN )

**RESOLUTION # 2020-069  
OF THE  
BALDWIN COUNTY COMMISSION**

**EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO AUTHORIZE, BY ORDER AS ENTERED UPON THE MINUTES OF THE FEBRUARY 4, 2020, REGULAR MEETING, THE LOCATION OF THE COURTS IN THE ROOMS OF THE BALDWIN COUNTY COURTHOUSE AND DESIGNATION OF THE ROOMS TO BE OCCUPIED BY THE DIFFERENT OFFICERS ENTITLED TO ROOMS THEREIN AND PROVIDING OFFICE SPACE FOR THE BALDWIN COUNTY DISTRICT ATTORNEY'S OFFICE, FOR A WITNESS HOLDING ROOM FOR CHILD VICTIMS.**

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

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

COMES NOW, this honorable county governing body, and by this instrument, desiring to update the designation of the location of the courts in the rooms of the Baldwin County Courthouse and to update the designation of the rooms to be occupied by the officers in said Baldwin County Courthouse and, furthermore, providing office space to The District Attorney's Office for a Witness Holding Room for Child Victims, therein pursuant to a floor plan rendering of the first floor of said Baldwin County Courthouse which is attached as **Exhibit A** and a floor plan rendering of the second floor of said Baldwin County Courthouse which is attached as **Exhibit B**; and

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

**First Floor**

Baldwin County Courthouse  
Located at the County Seat in Bay Minette, Alabama  
(See **Exhibit A**)

**Second Floor**

Baldwin County Courthouse  
Located at the County Seat in Bay Minette, Alabama  
(See **Exhibit B**)

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2020-069 of the Baldwin County Commission*, be entered and spread upon the minutes of this March 17, 2020, regular meeting (term) of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, That *Resolution #2008-112 of Baldwin County Commission*, as amended by *Resolution #2010-42*, as amended by *Resolution #2011-127*, as amended by *Resolution #2017-035*, as amended by *Resolution #2017-058*, as amended by *Resolution #2017-133*, as amended by *Resolution #2019-082*, as amended by *Resolution #2020-057* is hereby repealed.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 17th day of March, 2020.

---

Commissioner Billie Jo Underwood, Chairman

ATTEST:

---

Wayne Dyess, County Administrator

Exhibit A

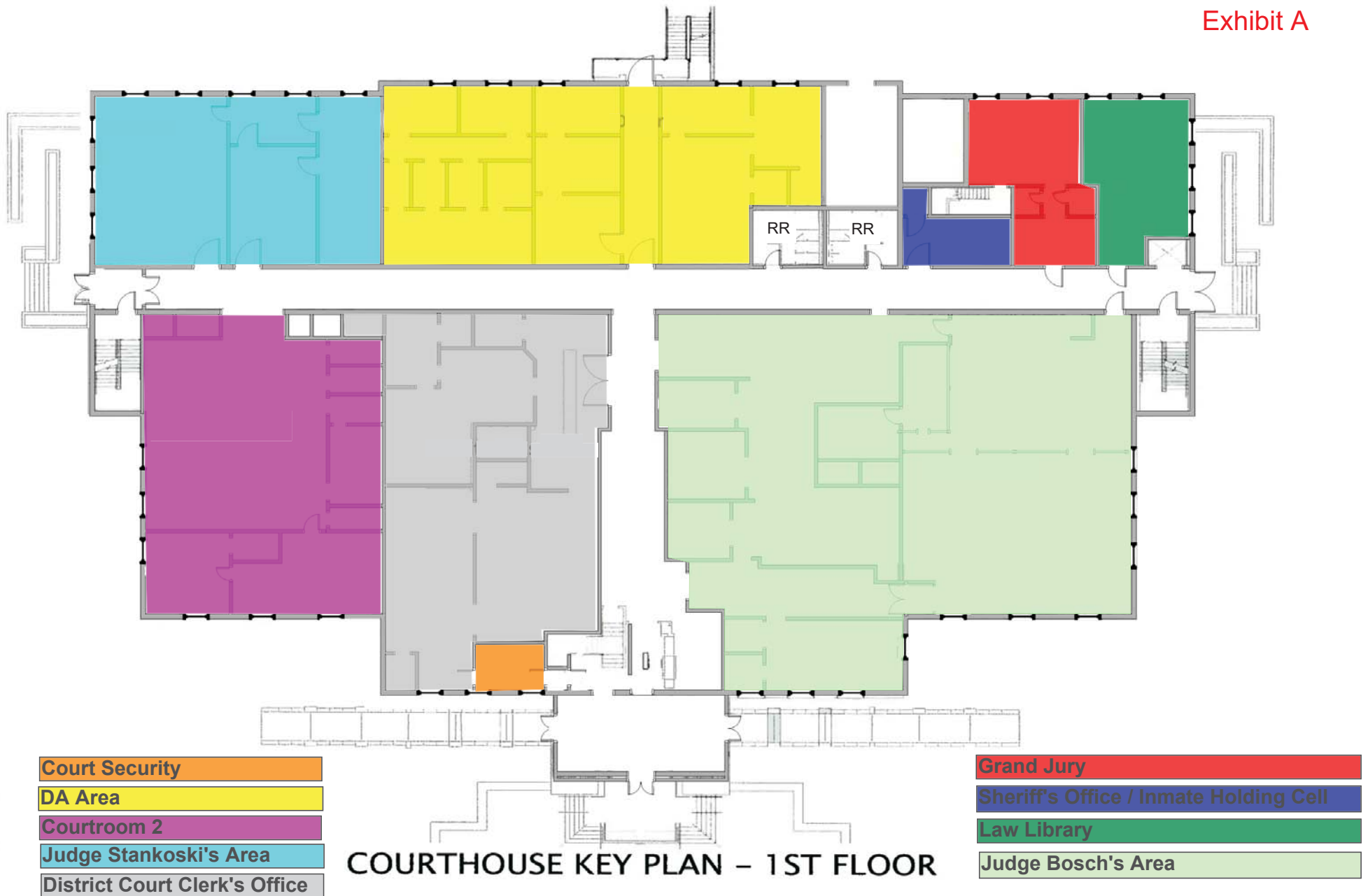
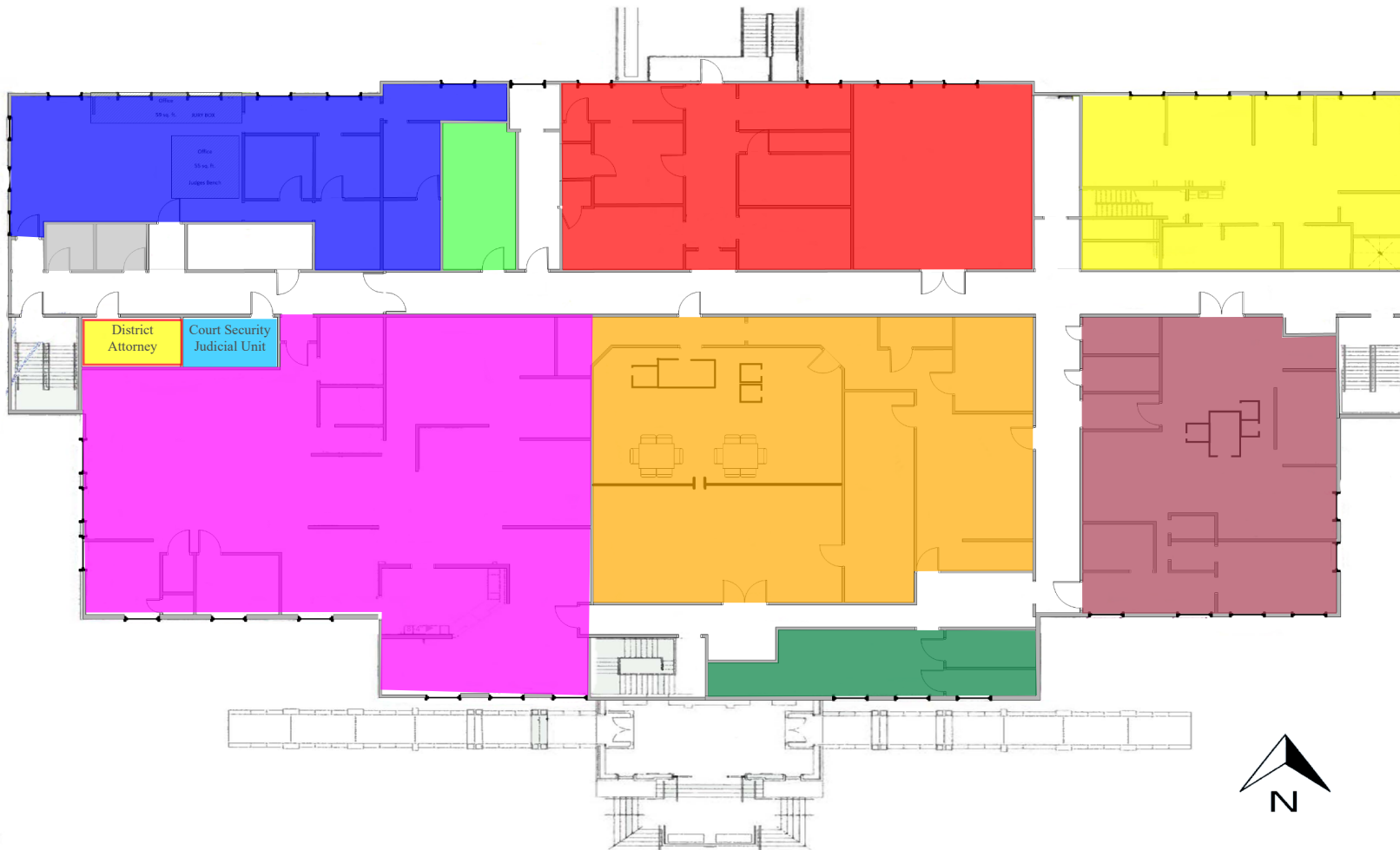


Exhibit B



COURTHOUSE KEY PLAN – 2ND FLOOR

Judge Taylor's Area

Court Referral

Courtroom 7

Video Conference Room

District Attorney's Office

Judge Bishop's Area

Jury Lounge

Judge Norton's Area

Circuit Court Clerk Area

BCSO Judicial Protection Unit

# OFFICE OF THE DISTRICT ATTORNEY



**HON. ROBERT WILTERS**

**DISTRICT ATTORNEY**

Twenty-Eighth Judicial Circuit

Post Office Box 1269, Bay Minette, AL 36507

251-937-0274 (office)

251-937-0380 (fax)

February 27, 2020

Anu Gary  
Baldwin County Commission  
111 Blackburn Ave.  
Bay Minette, AL 36507

Dear Anu,

Would you please place on the agenda for the next County Commission meeting the reallocation of office space in the Courthouse, specifically the office used by Chief Justice Lyn Stuart on the second floor, next to the new Court Security Office. The District Attorney's office would like to use that space for a witness holding room for child victims. The Office of Prosecution services has received a grant that would be used to furnish the room.

Presiding Circuit Court Judge Scott Taylor is in agreement with the reallocation.

If you need anything further, please let me know. Thank you.

Sincerely,

Robert Wilters



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0966, **Version:** 1

**Item #:** BD1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Matthew Brown, Director of Transportation; Amanda Thweatt, Scheduler

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### **ITEM TITLE**

Request from City of Fairhope for BRATS Transporting Citizens - Fairhope 2020 Earth Day Celebration

### **STAFF RECOMMENDATION**

Approve the request from the City of Fairhope to utilize two Baldwin Regional Area Transit System (BRATS) buses for transporting citizens from Big Lots on Highway 98 in Fairhope to the Fairhope Municipal Pier (South Beach) to attend the 2020 Earth Day Celebration, Saturday, April 18, 2020. This transportation will be paid for by the City of Fairhope at a cost of \$80.00 per hour per bus for a total of approximately \$1,484.00 for both buses.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** On February 27, 2020, the City of Fairhope contacted BRATS to request two buses for transportation to and from the 2020 Earth Day Celebration on Saturday, April 18, 2020. The transportation will be open to the general public and free of charge to the passengers. BRATS has identified drivers and vehicles that are available to accommodate this trip. Provision of this service will be contingent on no responses from private charter companies pursuant to the FTA's regulations.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Approximate cost for salary, fuel, and overhead will be \$1,112.00. Estimated revenues of \$1,484.00 will offset this cost.

**Budget line item(s) to be used:** 51935.5113 and 51935.5212

**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:** Transportation date is Saturday, April 18, 2020

**Individual(s) responsible for follow up:** Amanda Thweatt, Scheduler; Matthew Brown, Director of Transportation

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
BRATS staff will coordinate, schedule, and bill for transit services.

**Additional instructions/notes:** N/A



REQUEST FOR BRATS TRANSIT SERVICE

Name of Organization: City of Fairhope Date of Request: 2/27/20  
 Contact Person: Courtney McDonald Email Address: courtney.mcdonald@fairhopeal.gov  
 Phone Number: 251-929-1466  
 Billing Address: PO Drawer 429 Fairhope, AL 36533  
 Do you currently have an approved account with Baldwin Regional Area Transit System? Yes ☐ No ☐

POTENTIAL EXEMPTIONS OR EXCEPTIONSEXEMPTION: Rural Program Purpose

Is the origin of the proposed trip outside the MPO Urbanized Area (see attached map)? ☒ Yes ☐ No  
 Will the proposed transportation be for a human service organization or for elderly, disabled, or low income passengers. ☐ Yes ☐ No

EXCEPTION 1: Service for Qualified Human Service Organizations (QHSEO)

Is the requested service for individuals in one of the following three categories (check all that apply)?  
☐ Those with mobility limitations due to advance age ☐ Those with disabilities ☐ Those with low income  
 Does one of the following apply to your entity (check all that apply)?  
☐ Receives funding from federal program listed in attachment ☐ Is a registered QHSEO on the FTA charter website

EXCEPTION 2: Service for Government Officials on Official Government Business

Will the proposed trip occur within BRATS service area (currently all of Baldwin County)? ☐ Yes ☐ No  
 Will the proposed involve official government business? ☐ Yes ☐ No  
 Will at least one elected or appointed official be on each provided trip? ☐ Yes ☐ No

EXCEPTION 3: Service When Private Charter Service Not Available

Would you like BRATS to initiate exceptions by issuing a notice to determine whether any registered charter providers are interested in providing your entity with charter service? ☐ Yes ☐ No

**NOTE: if you mark "yes" above, BRATS will issue the required notice to registered charter service providers within Baldwin County. If any provider responds with interest in providing the service, Baldwin County cannot provide your entity with the requested service.**

EVENT INFORMATION

Name of Event: Earth Day Date of Event: 4/18/20  
 Contact Person at Event: Dale Linder Cell Phone Number: 251-260-7791  
 Number of Vehicles Needed: 2 Number of Passengers: N/A  
 Number of Wheelchairs: N/A Number of Lift Assist Passengers:   
 Time to Begin Event: 10am Time Event Will End: 6pm  
 Pick Up Location & Physical Address: 150 Eastern Shore Shopping Center,  
Fairhope, AL 36532

Destination Location and Physical Address: Fairhope Municipal Pier (South Beach)  
3 Beach Rd., Fairhope, AL 36532

A timed itinerary with address details must be supplied for multiple stops.

We acknowledge there will be additional charges for excessive cleanup or damage to the vehicle caused by passengers. We understand charges will include pre and post safety inspections of vehicle and travel times to and from event. We will not hold BRATS responsible for breakdowns, accidents, bad road conditions, inclement weather, and other conditions beyond its control.

Signed: Courtney McDonald  
 (Authorized Signature)

For: City of Fairhope  
 (Company Name)

Trip Scheduled: Amanda J. Thweatt , 3/3/2020  
 (scheduler signature) (date)

Approved Cost: \$80.00/ Hour





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0941, **Version:** 1

**Item #:** BE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Joey Nunnally, County Engineer

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG18-18 - Pre-Event Debris Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Extend Competitive Bid #WG18-18 - Pre-Event Debris Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County, with **CrowderGulf, LLC**, for an additional twelve (12) months at the same prices, terms and conditions stated in the original bid specifications that was awarded on May 15, 2018. The Contract extension will expire on May 15, 2021.

### **BACKGROUND INFORMATION**

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

03/20/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Pre-Event Debris Removal & Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

04/17/2018 meeting: Made Addendum #1, which includes three (3) changes to the bid specifications for the Pre-Event Debris Removal & Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County, part of the April 17, 2018, official record of the Baldwin County Commission.

05/15/2018 meeting: Awarded Bid #WG18-18 - Pre-Event Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County to the lowest responsible bidder, which met all the specifications, CrowderGulf, LLC, as per the attached bid tabulation and authorized the Chairman to execute the Contract. (Contract shall be effective and commence immediately upon the same date as its full execution.)

**Background:** The bid for the Pre-Event Debris Removal & Disposal Services from County Right-of-

Ways was awarded on May 15, 2018, for twenty-four (24) months. The bid specifications contained a stipulation that the bid could be extended for one (1) twelve (12) month term by the Commission at their option, if acceptable by the vendor. Any additional extension of the Contract will be at the same prices, terms, and conditions stated in the bid. The vendor, CrowderGulf, LLC, has submitted a Contract renewal letter agreeing to extend the bid prices for an additional twelve (12) months. The Contract extension will expire on May 15, 2021. Staff recommends the Commission extend the bid with CrowderGulf, LLC, for an additional twelve (12) months. Award Listing attached for review.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Unknown

**Budget line item(s) to be used:** Emergency Reserve/FEMA reimbursed in a declared emergency.

**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:** 3/17/2020

**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

# CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway  
Theodore, Alabama 36582

Office: (800) 992-6207  
Fax: (251) 459-7433

February 27, 2020

Ms. Wanda Gautney  
Director of Purchasing  
Baldwin County  
312 Court House Square, Suite 15  
Bay Minette, AL 36507

via email: wgautney@baldwincountyal.gov

**Re: Contract Renewal for #WG18-18 – Pre-Event Debris Removal & Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County for the Baldwin County Commission**

Dear Ms. Gautney:

CrowderGulf has been providing Baldwin County Pre-Event Debris Removal & Disposal Services, WG18-18 per the contract executed on May 23, 2018. A twenty-four (24) month contract was established to begin on the date that the County made the award with an option to extend for one twelve (12) month period, or until such a time that a new contract can be bid and awarded.

If Baldwin County is in agreement to renew the contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue until its new expiration date of May 23, 2021.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event Baldwin County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay-Naile at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



John Ramsay  
President

**RENEWAL ACCEPTANCE – Baldwin County, AL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

State of Alabama )

County of Baldwin)

### **CONTRACT FOR DEBRIS REMOVAL AND DISPOSAL SERVICES**

This **Contract for Debris Removal and Disposal Services** ("Contract") is made and entered into by and between the Baldwin County Commission, the honorable governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereinafter called "COUNTY"), and **CrowderGulf, LLC** (hereinafter referred to as "PROVIDER" or "CONTACTOR").

The Bid Specifications are fully set forth as part of this Contract and incorporated herein by reference.

### **WITNESSETH:**

**Whereas**, COUNTY is a political subdivision of the State of Alabama and the governing body of Baldwin County, Alabama; and

**Whereas**, PROVIDER is a company qualified to do business in the State of Alabama and to perform the services contemplated herein; and

**Whereas**, Baldwin County, Alabama, by reason of its geographical location on the northern Gulf Coast of the United States, remains subject to various natural disasters, including without limitation major hurricanes, which cause substantial destruction of property, structures, and infrastructure, which in turn produces great amounts of debris throughout Baldwin County, Alabama; and

**Whereas**, COUNTY desires to provide for the efficient and timely removal and disposal of such debris pursuant to certain terms and conditions more fully set out herein; and

**Whereas**, said natural disasters may strike or affect Baldwin County, Alabama, without notice or warning sufficient to allow COUNTY to select and retain debris removal and disposal services in a timely manner after the strike or affect of said natural disasters; and

**Whereas**, COUNTY therefore desires to select and retain such debris removal and disposal services prior to said natural disasters, all in accordance with all applicable federal and state requirements, including without limitation requirements and directives of the Federal Emergency Management Agency relating to and conditioning reimbursement of expenditures for such services, as the same may be amended and applicable from time to time; and

**Whereas**, COUNTY therefore prepared and advertised certain bid documents (nominated Competitive Bid #WG18-18, which are attached hereto and incorporated herein as Exhibit A) describing the terms and conditions of the Pre-Event Debris Removal & Disposal Services desired; and

**Whereas**, PROVIDER responded to the said bid advertisement by its May 4, 2015, letter and attached proposal, together with any and all addendums (all of which being attached hereto and incorporated herein as Exhibit B); and

**Whereas**, all responsive bids were opened by COUNTY on April 18, 2018, with PROVIDER thereafter being determined and accepted by COUNTY as the lowest responsible bidder at COUNTY's May 15, 2018, regular meeting; and

**Whereas,** PROVIDER represents that it is, and will remain during the term of this Contract, ready, willing and able to provide the said services, all as more fully set out herein and in accordance with the aforesaid federal and state requirements; and

**Whereas,** COUNTY and PROVIDER now wish to enter into this Contract, as contemplated within said bid documents, for PROVIDER's rendering of debris removal and disposal services as set out 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,  
by and through the Baldwin County Commission
  - B. COMMISSION: Baldwin County Commission
  - C. PROVIDER: CrowderGulf, LLC
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this 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, and any and all agents, assigns and subcontractors retained by it to perform work required by this Contract, possess the professional, technical, and administrative personnel with the specific experience and training necessary to provide the 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, rules 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: CrowderGulf, LLC  
5435 Business Parkway  
Theodore, AL 36582  
ATTN: John Ramsay



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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a licensed and qualified contractor. The general scope of work for the services will encompass the following activities and shall include all the terms and conditions of “**Competitive Bid #WG18-18**”, the same being expressly incorporated herein by reference, and without limitations will encompass:

**“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG18-18, Pre-Event Debris Removal & Disposal Services for the County Rights-of-Way within Unincorporated Baldwin County for the Baldwin County Commission.”**

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

XVII. General Responsibilities of the COUNTY.

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

- XVIII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid **as provided for in the Payment Schedule.** Said compensation shall be all inclusive, including without

limitation, reimbursement of all cost, incidentals, and operating expense associated with those directly engaged in performance of the requested services.

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

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

- XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of twenty-four (24) months, with an option to extend for one twelve (12) month period or until such time that a new contract can be bid and awarded. Any additional 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 Contractor no later than thirty (30) days prior to the expiration of the original contract. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

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

- XXIV. Indemnity and Hold Harmless.** To the extent allowed by law, the PROVIDER shall indemnify, defend and hold harmless the County, and its Commissioners, State of Alabama, the Federal Government, and their officers, agents, employees and representatives from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the work pursuant to this Contract, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from; and (2) is caused in whole or in part by an act or omission of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The PROVIDER shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work pursuant to this Contract until the same shall have been completed and accepted. PROVIDER shall also assume all blame or loss by reason of neglect or violation of any state, federal, or municipal law, rule, regulation or order. The PROVIDER shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. PROVIDER shall make good any injury that may have occurred to any structure or utility in consequence of the work.

In any and all claims against the County or its officers, agents, employees or representatives by any employee of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the indemnity obligations shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.



The indemnification obligations contained in this section shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with two originals, each of which shall be equally valid as an original.

**XXVI: Governing Laws:** The 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.

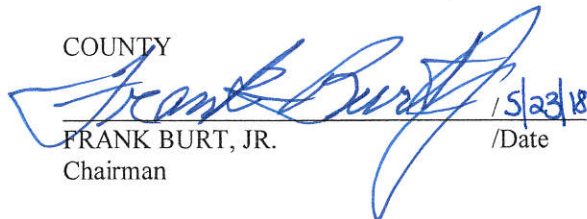
**XXVII: Insurance and Bonds:** The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the County in an amount not less than the estimated event cost for any and/or all events within 10 days of receiving the Notice to Proceed.

The cost of said bond premiums will not be an additional cost to the County.

The contractor shall immediately furnish a Certificate of Insurance listing the Baldwin County Commission as additional insured through the end of the contract term (annually upon renewal) for limits stated in bid specifications.

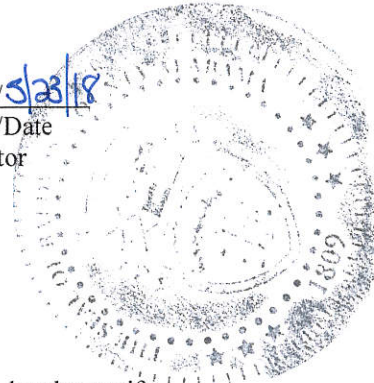
IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

  
FRANK BURT, JR.  
Chairman

ATTEST:

  
RONALD J. CINK  
County Administrator/Budget Director

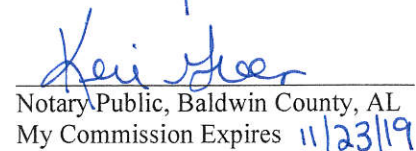


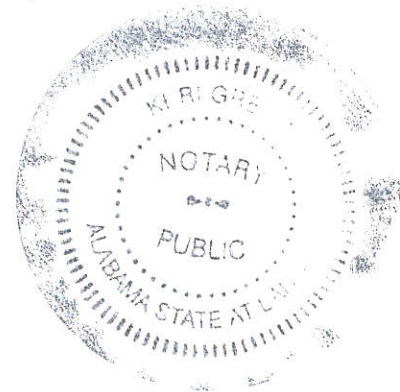
State of Alabama )

County of Baldwin )

I, Keri Green, a Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director/Interim County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Debris Removal and Disposal 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 23rd day of May, 2018.

  
Notary Public, Baldwin County, AL  
My Commission Expires 11/23/19



**SIGNATURE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

CrowderGulf, LLC

Ashley Ramsay-Naile 05.22.18  
By ASHLEY RAMSAY-NAILE /Date  
Its SR. VICE PRESIDENT/COO

State of Alabama

County of Mobile

I, Kelley J. Williamson, Notary Public in and for said County and State, hereby certify that  
Ashley Ramsay-Naile as SR. VICE PRESIDENT of CrowderGulf, 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, she executed the same voluntarily on the day the same bears date for and as an act of  
said contract.

GIVEN under my hand and seal on this the 22nd day of May, 2018.

Kelley J. Williamson  
Notary Public, Alabama  
My Commission Expires

Kelley James Williamson  
Notary Public, Alabama State At Large  
My Commission Expires August 5 2020

**BID #WG18-18 RESPONSE FORM**  
**PRE-EVENT DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES**

Date: 04/16/2018

Out of State \_\_\_\_\_ or X If yes, \_\_\_\_\_  
Yes No Registration Number

Contractor's License Number 48313  
(License Issued by the Alabama State Licensing Board for General Contractors)

Company Name: CrowderGulf, LLC.

Address: 5435 Business Parkway Theodore, AL 36582

Company Rep John Ramsay  
(Rep. Name Typed or Printed)

Position: President & CEO

Phone: 800-992-6207

Fax: 251-459-7433

Email: jramsay@crowdergulf.com

Financing through another agency beside yourself \_\_\_\_\_ or X .  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

N/A  
Financing Agency Authorized Signature



ATTACHMENT 2

**PAYMENT SCHEDULE**

Item	Description of Service	**Estimated Quantities	Unit	Unit Price
1	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 0-15 one-way miles (Note 2)	600,000	CY	\$7.40
2	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 16-30 one-way miles (Note 2)	600,000	CY	\$7.95
3	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 31-60 one-way miles (Note 2)	300,000	CY	\$8.65
4	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site +60 one-way miles (Note 2)	100,000	CY	\$9.45
5	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 0-15 one-way miles (Note 2)	200,000	CY	\$7.80
6	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 16-30 one-way miles (Note 2)	200,000	CY	\$8.25
7	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 31-60 one-way miles (Note 2)	100,000	CY	\$9.00
8	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site +60 one-way miles (Note 2)	50,000	CY	\$9.75
9	Haul Reduced Debris from Debris Management Site to Final Disposal Site 0-15 one-way miles	150,000	CY	\$2.98
10	Haul Reduced Debris from Debris Management Site to Final Disposal Site 16-30 one-way miles	150,000	CY	\$4.18
11	Haul Reduced Debris from Debris Management Site to Final Disposal Site 31-60 one-way miles	50,000	CY	\$4.95
12	Haul Reduced Debris from Debris Management Site to Final Disposal Site +60 one-way miles	50,000	CY	\$6.00
13	Debris Management Site Supervision	1,500,000	CY	\$1.00
14	Processing (Grinding) of Vegetative Debris at DMS	1,500,000	CY	\$2.55
15	Processing (Open Burning) of Debris at DMS	100,000	CY	\$1.15



16	Processing (Burning) of Debris at DMS using Air Curtain Incinerators	100,000	CY	\$1.90
17	Hazardous Tree removal 6"-12" trunk diameter	1,000	EACH	\$ 40.00
18	Hazardous Tree removal 13"-24" trunk diameter	1,000	EACH	\$100.00
19	Hazardous Tree removal 25"-36" trunk diameter	1,000	EACH	\$165.00
20	Hazardous Tree removal 37"-48" trunk diameter	500	EACH	\$255.00
21	Hazardous Tree removal > 49" trunk diameter	500	EACH	\$310.00
22	Trees with Hazardous Limbs > 2"	2,000	EACH	\$ 82.00
23	Hazardous Stumps 24" - 36" diameter	1,000	EACH	\$175.00
24	Hazardous Stumps 37" - 48" diameter	1,000	EACH	\$250.00
25	Hazardous Stumps + 49" diameter	500	EACH	\$325.00
26	Stump Fill Dirt	1,000	CY	\$ 14.00
27	Waterway Debris Removal	100,000	CY	\$ 95.00
28	Vehicle Removal	20	Each	\$200.00
29	Vessel Removal (land)	1000	LF	\$ 30.00
30	Vessel Removal (marine)	1000	LF	\$ 68.00
31	White Good	1,000	Each	\$ 40.00
32	Freon Management	200	Each	\$ 40.00
33	Electronic Waste	1,000	Each	\$ 38.00
34	Processing (Grinding) of C&D/Mixed Debris at DMS	100,000	CY	\$ 2.45

Notes

1. The Contractor will pay tipping fee at final disposal site(s) and back charge County at cost.
2. Invoices to be based on incoming load tickets.

## Attachment 4

### Stump Conversion Table Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

**COMPETITIVE BID #WG18-18 Award Listing**  
**Pre-Event Debris Removal & Disposl Services for Baldwin County Commission**

Item	Description of Service	**Estimated Quantities	Unit	Crowder Gulf, LLC	
				Unit Cost	Total
1	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 0-15 one way miles (Note 2)	600,000	CY	\$7.40	\$4,440,000.00
2	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 16-30 one way miles (Note 2)	600,000	CY	\$7.95	\$4,770,000.00
3	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 31-60 one way miles (Note 2)	300,000	CY	\$8.65	\$2,595,000.00
4	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site +60 one way miles (Note 2)	100,000	CY	\$9.45	\$945,000.00
5	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 0-15 one way miles (Note 2)	200,000	CY	\$7.80	\$1,560,000.00
6	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 16-30 one way miles (Note 2)	200,000	CY	\$8.25	\$1,650,000.00
7	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 31-60 one way miles (Note 2)	100,000	CY	\$9.00	\$900,000.00
8	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site +60 one way miles (Note 2)	50,000	CY	\$9.75	\$487,500.00
9	Haul Reduced Debris from Debris Management Site to Final Disposal Site 0-15 one way miles	150,000	CY	\$2.98	\$447,000.00
10	Haul Reduced Debris from Debris Management Site to Final Disposal Site 16-30 one way miles	150,000	CY	\$4.18	\$627,000.00
11	Haul Reduced Debris from Debris Management Site to Final Disposal Site 31-60 one way miles	50,000	CY	\$4.95	\$247,500.00
12	Haul Reduced Debris from Debris Management Site to Final Disposal Site +60 one way miles	50,000	CY	\$6.00	\$300,000.00
13	Debris Management Site Supervision	1,500,000	CY	\$1.00	\$1,500,000.00
14	Processing (Grinding) Vegetative of Debris at DMS	1,500,000	CY	\$2.55	\$3,825,000.00
15	Processing (Open Burning) of Debris at DMS	100,000	CY	\$1.15	\$115,000.00
16	Processing (Burning) of Debris at DMS using Air Curtain Incinerators	100,000	CY	\$1.90	\$190,000.00
17	Hazardous Tree removal 6"-12" trunk diameter	1,000	EACH	\$40.00	\$40,000.00
18	Hazardous Tree removal 13"- 24" trunk diameter	1,000	EACH	\$100.00	\$100,000.00
19	Hazardous Tree removal 25"-36" trunk diameter	1,000	EACH	\$165.00	\$165,000.00
20	Hazardous Tree removal 37"-48" trunk diameter	500	EACH	\$255.00	\$127,500.00
21	Hazardous Tree removal > 49" trunk diameter	500	EACH	\$310.00	\$155,000.00
22	Trees with Hazardous Limbs > 2"	2,000	EACH	\$82.00	\$164,000.00
23	Hazardous Stumps 24" - 36" diameter	1,000	EACH	\$175.00	\$175,000.00
24	Hazardous Stumps 37" - 48" diameter	1,000	EACH	\$250.00	\$250,000.00
25	Hazardous Stumps + 49" diameter	500	EACH	\$325.00	\$162,500.00
26	Stump Fill Dirt	1,000	CY	\$14.00	\$14,000.00
27	Waterway Debris Removal	100,000	CY	\$95.00	\$9,500,000.00
28	Vehicle Removal	20	EACH	\$200.00	\$4,000.00
29	Vessel Removal (land)	1,000	LF	\$30.00	\$30,000.00
30	Vessel Removal (marine)	1,000	LF	\$68.00	\$68,000.00
31	White Good	1,000	EACH	\$40.00	\$40,000.00
32	Freon Management	200	EACH	\$40.00	\$8,000.00
33	Electronic Waste	1,000	EACH	\$38.00	\$38,000.00
34	Processing (Grinding) of C&D/Mixed Debris at DMS	100,000	CY	\$2.45	\$245,000.00



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0944, **Version:** 1

**Item #:** BE2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

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

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG19-23 - Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections

### **STAFF RECOMMENDATION**

Extend Bid #WG19-23 - Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections with **SouthData, Inc.**, for an additional twelve (12) months at the same prices and terms stated in the original bid specifications awarded on April 2, 2019. The extension will expire on April 2, 2021.

### **BACKGROUND INFORMATION**

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

02/05/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

04/02/2019 meeting: Awarded the bid to the lowest bidder, SouthData, Inc., for the Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections as per the attached Award Listing.

**Background:** Staff recommends the Commission extend the bid for the Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Solid Waste Collections that was awarded on April 2, 2019 for an additional twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. The vendor, SouthData, Inc., who was awarded the bid has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The extension will expire on April 2, 2021. Award Listing attached for review.

**FINANCIAL IMPACT**

**Total cost of recommendation:** Approximately \$142,000.00 per year

**Budget line item(s) to be used:** 54801.5150 & 54801.5252

**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:** 3/17/2020

**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:** [Lora H. Southard](#)  
**To:** [Wanda Gautney](#)  
**Cc:** [Tina I. Williams](#); [Kelvin R. Byrd](#)  
**Subject:** RE: Bid #WG19-23 - Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections  
**Date:** Friday, February 7, 2020 12:16:32 PM

---

[CAUTION: External Email]

Wanda,

I wanted to let you know that Andrew is no longer with SouthData. I will be handling this accounts moving forward.

Yes, we would love to renew. I will get everything signed and back to you ASAP.

Thanks,  
Lora

**Lora H. Southard**

Vice President Sales  
800.549.4722  
336.719.5000 Switchboard  
336.783.5944 Direct  
336.688.5385 Mobile  
[www.southdata.com](http://www.southdata.com)

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**From:** Wanda Gautney <wgautney@baldwincountyal.gov>  
**Sent:** Thursday, February 6, 2020 5:13 PM  
**To:** Andrew S. Blood <asblood@southdata.com>  
**Cc:** Lora H. Southard <lhsouthard@southdata.com>  
**Subject:** Bid #WG19-23 - Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections

Mr. Blood,

Bid #WG19-23 - Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections will expire April 2, 2020. The bid specifications included an option to renew the bid for an additional twelve (12) months if the vendor agrees, at the same prices and terms as the original bid award. Baldwin County would like to extend the bid for twelve (12) months. I have attached a copy of the original Award Listing for your review.

Please let me know if SouthData, Inc., agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated April 2, 2019.

Thanks



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



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**COMPETITIVE BID #WG19-23 - Award Listing****Off-Site Printing, Mailing, & Automated Management of the Quarterly Statements/Notices for Solid \****Effective: April 2, 2019 through April 2, 2020**

<b>BIDDER:</b>		<b>SouthData, Inc.</b>
<b>Statements</b>		<b>\$0.089 each</b>
<b><u>Optional</u></b>		<b>\$0.04 each</b>
Additional cost per envelope for printing and inserting an additional 8.5x11 letter sheet. Only billable if County chooses to use this optional feature for a specific monthly mailing of invoice notice type.		
Exceptions: None		



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0940, **Version:** 1

**Item #:** BE3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Anthony Lowery, Chief Deputy - Baldwin County Sheriff's Office; Connie Dudgeon, Director of Budget & Finance - Baldwin County Sheriff's Office; Troy Bookout, Sergeant - Baldwin County Sheriff's Office

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG20-08A - Purchase of One (1) New 2019 Honda Odyssey EX 5-Door Wagon/Minivan or Equivalent for the Baldwin County Sheriff's Office

### **STAFF RECOMMENDATION**

Award the bid to **Long-Lewis of the River Region**, for the purchase of one (1) new Honda Odyssey EX 5-Door Wagon/Minivan for the Baldwin County Sheriff's Office as follows:

**Make/Model:** 2020 Honda Odyssey EX

**Amount Bid:** \$32,922.21

**Delivery Time:** 20-25 Days

### **BACKGROUND INFORMATION**

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

12/17/2019 Meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the purchase of one (1) new 2019 Honda Odyssey EX 5-Door Wagon/Minivan or Equivalent for the Baldwin County Sheriff's Office; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

02/04/2020 Meeting: 1) Authorized the Purchasing Director to re-bid for the purchase of one (1) new 2019 Honda Odyssey EX 5-Door Wagon/Minivan or Equivalent for the Baldwin County Sheriff's Office; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

**Background:** Bids were opened in the Purchasing Conference Room on February 27, 2020, at 1:30 P.M. One (1) bid was received. Staff recommends the Commission award the bid to Long-Lewis of the River Region, for the purchase of one (1) new Honda Odyssey EX 5-Door Wagon/Minivan for the

Baldwin County Sheriff's Office.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$32,922.21

**Budget line item(s) to be used:** 52100.5550

**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:** 03/17/2020

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

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

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0943, **Version:** 1

**Item #:** BE4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Terri Graham, Development and Environmental Director; Edward Fox, Deputy Development and Environmental Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### ITEM TITLE

Competitive Bid #WG20-13B - Provision of Cooked Meals for the Baldwin County Solid Waste Department

### STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Purchasing Director to **re-bid** for the Provision of Cooked Meals for the Baldwin County Solid Waste Department; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### BACKGROUND INFORMATION

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

12/17/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Cooked Meals for the Baldwin County Solid Waste Department; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

02/04/2020 meeting: 1) Authorized the Purchasing Director to re-bid for the Provision of Cooked Meals for the Baldwin County Solid Waste Department due to no bids being received for the original bid; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**Background:** Bids were set to open in the Purchasing Conference Room on February 20, 2020 at 1:30 P.M., for the provision of cooked meals for the Baldwin County Solid Waste Department. No bids were received. Staff recommends the Commission authorize the Purchasing Director to re-bid

for the provision of cooked meals for the Baldwin County Solid Waste Department.

**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:** 03/17/2020

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

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

**Additional instructions/notes:** N/A



### **BID #WG20-13B SPECIFICATIONS**

Baldwin County desires bids for the provision of cooked meals to be provided to inmates working for the Baldwin County Solid Waste Department or any other County Departments that are deemed necessary. All prices shall be firm for the period the bid award is in effect.

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

Bidders shall give a price per meal per day as indicated on the Bid Response Form. The price bid shall include all applicable charges, to include but not limited to handling, packaging, services charges, and any other billable charges not specifically listed.

### **BID RESPONSE FORM:**

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form.

### **CONTRACT PERIOD:**

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

**Purchase Orders will be issued monthly for the meals.**

### **LOCATIONS:**

**The following are locations of vendor establishments that will be considered:**

1. Within Foley, Alabama City Limits
2. Within Robertsedale, Alabama City Limits
3. Within Loxley, Alabama City Limits
4. Within Bay Minette, Alabama City Limits
5. Within Fairhope, Alabama City Limits

Vendors may bid multiple locations if vendor establishments are in locations being bid.

Meals will be picked up directly from Vender locations Monday through Friday except on County holidays. Vendor must be capable of preparing meals as ordered on a daily basis.

### **VENDOR INVOICING INSTRUCTIONS:**

**In order to ensure prompt payment, ALL ORIGINAL INVOICES MUST BE SENT TO:**

Baldwin County Solid Waste Department  
15140 County Road 49

Summerdale, AL 36580

**PRE-PAYMENT:**

No pre-payments of any kind will be made.

**TAX:**

Baldwin County is exempt from all tax. Provided however, bidder shall be responsible for payment of all sales, use, lease ad valorem and any other tax that may be levied or assessed by reason of this transaction.

**HOLD HARMLESS PROVISION**

The contractor shall at all times indemnify and save harmless the County and it's Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including, death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and it's departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

**GENERAL**

The Baldwin County Commission expressly reserves the right to reject any or all bids, or parts of bids, and to make the award or awards as the best interest of the County appears.

**Meals will consist of one (1) entrée that will be a meat or a prepared item such as lasagna, spaghetti, or casserole and two (2) sides, typically vegetables, and a piece of bread.**

**Meals will be contained in a sectioned covered plate typical of carry out meals.**

**BID #WG20-13B RESPONSE FORM**

Provision of Cooked Meals

Page 1 of 2

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Company Rep \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or X  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

\_\_\_\_\_  
Financing Agency Authorized Signature

**BID #WG20-13B RESPONSE FORM**

Provision of Cooked Meals

Page 2 of 2

**MEAL BID PRICES:**

<u>Location:</u>	<u>Price per Meal per day:</u>
1. Within Foley, Alabama City Limits	\$_____each per day
2. Within Robertsedale, Alabama City Limits	\$_____each per day
3. Within Loxley, Alabama City Limits	\$_____each per day
4. Within Bay Minette, Alabama City Limits	\$_____each per day
5. Within Fairhope, Alabama City Limits	\$_____each per day



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0947, **Version:** 1

**Item #:** BE5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

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

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### ITEM TITLE

Competitive Bid #WG20-23 - Provision of On-site Crushing of Concrete at Various Baldwin County Locations for the Baldwin County Commission

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of On-site Crushing of Concrete at various Baldwin County Locations for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of On-site Crushing of Concrete at various Baldwin County Locations.

### 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:** 03/17/2020

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

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

**Additional instructions/notes:** N/A



## **BID #WG20-23 SPECIFICATIONS**

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

## **BID RESPONSE FORM**

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

## **AWARD**

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County.

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

**NO BID WILL BE ACCEPTED WITHOUT PROOF OF INSURANCE.**

It is the intent of the County to award to one vendor.

Purchase Orders will be issued for the services.

## **CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2021 and 2022), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2020 contract with its intent to extend the contract. The prices for 2020 shall also apply to the extension period(s).**

## **BIDDER QUALIFICATIONS**

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

## **LAWS AND REGULATIONS**

The bidders attention is directed to the fact that all applicable federal and 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. Traffic Control Devices provided must comply with MUTCD.

### **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**

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

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from

any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

#### **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 approved 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.

#### **SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this Contract, the Contractor shall:

Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act).

Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

#### **CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

#### **ON-SITE CONCRETE CRUSHING**

#### **SCOPE**

Provide all labor, equipment and materials required for preparation and crushing of concrete at various Baldwin County locations as specified by the Baldwin County Highway Department.

Redhill Dirt Pit

Dial Dirt Pit

Kelly Dirt Pit

Area 100 Maintenance Barn

Area 200 Maintenance Barn

Area 300 Maintenance Barn

(See Attachment A for locations)

### **SPECIFICATIONS**

Crushed concrete shall be in accordance with Section 825 of the latest edition of Alabama Department of Transportation Standard Specifications for Highway Construction.

All deleterious materials including wood, steel, rebar, etc., must be removed from material by screening and magnets.

All mobilization costs shall be included in unit cost.

All preparation costs for large concrete debris shall be included in unit cost.

Test reports shall be supplied at the bidder's expense to certify gradation requirements at the discretion of Baldwin County. No more than one test per 1,000 tons of rock will be required. Gradation analysis will be performed in accordance with AASHTO T 27.

A minimum of 4,000 tons of concrete is required for crushing.

### **MACHINE**

All crushed concrete shall be crushed using mechanical Crushers with 3-way screens and magnets. The machine shall be equipped with a belt scale that is calibrated daily or at the discretion of Baldwin County. A certified platform scale will be used for the verification of the belt scale. The belt scale tonnage will be adjusted to correlate with the platform scale. If more than one verification is done, the average difference of all the verifications will be used to determine the adjustment. The tonnage will not be adjusted to exceed original belt scale tonnage.

### **BID PRICE**

Bidders shall provide a tonnage unit price as indicated on the Bid Response Form. The bid price shall include all mobilization costs, preparation costs, labor, materials and all other applicable cost to crush concrete at various locations within Baldwin County as specified.

**BID #WG20-23 RESPONSE FORM**

Provision of On-site Crushing of Concrete

Page 1 of 1

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

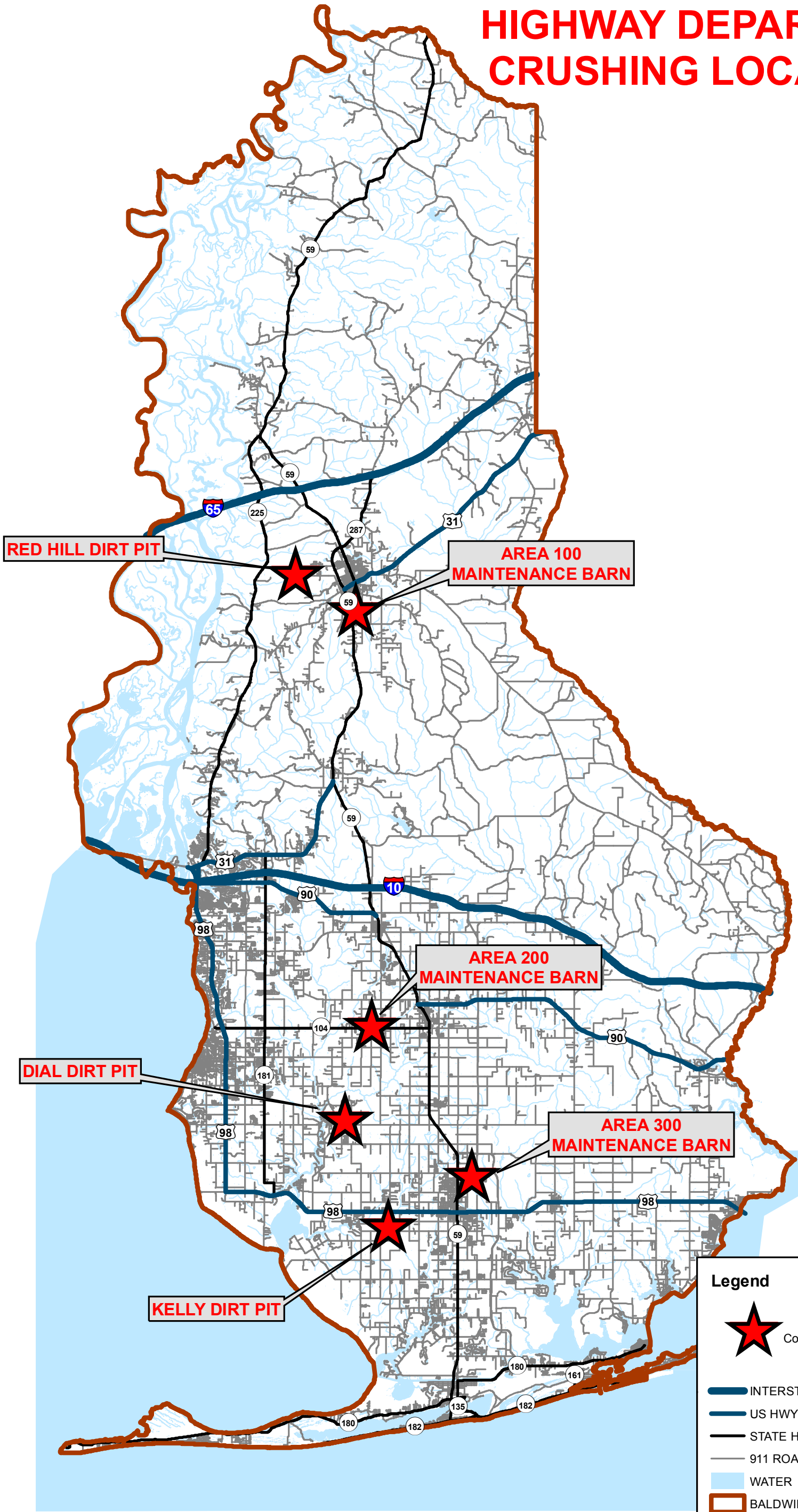
\_\_\_\_\_  
Financing Agency Authorized Signature

**Crushed Concrete On-site**

825-B Base \$\_\_\_\_\_ Ton

**A BID GUARANTEE OF \$500.00 MUST BE INCLUDED WITH THE BID RESPONSE.**

BALDWIN COUNTY  
HIGHWAY DEPARTMENT  
CRUSHING LOCATIONS



**Legend**

- Concrete Crushing Locations
- INTERSTATE
- US HWYS
- STATE HWYS
- 911 ROADS
- WATER
- BALDWIN OUTLINE



Baldwin County Highway Department







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0949, **Version:** 1

**Item #:** BE6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Joey Nunnally; Frank Lundy, Maintenance Engineer

**Submitted by:** Loren Lucas, Assistant Purchasing Director

---

### ITEM TITLE

Competitive Bid #WG20-24 - Provision of Ready-Mixed Concrete for the Baldwin County Commission

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Ready-Mixed Concrete for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of Ready-Mixed Concrete.

### 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:** 03/17/2020

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

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

**Additional instructions/notes:** N/A

## **BID #WG20-24 SPECIFICATIONS**

Ready-Mixed Concrete shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition, in effect for items delivered at time of delivery.

Test reports to be furnished upon request.

Delivery to be made not later than two (2) hours after order, or as scheduled.

Delivered to various sites in Baldwin County.

Class "A"	Per Cubic Yard/Job Site
Class "B"	Per Cubic Yard/Job Site

2500 PSI	Per Cubic Yard/Job Site
3000 PSI	Per Cubic Yard/Job Site
4000 PSI	Per Cubic Yard/Job Site

Bid amounts indicated on the bid response page should be an all-inclusive total amount bid per item, including environmental fees.

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

**BID #WG20-24 RESPONSE FORM**

Provision of Ready-Mixed Concrete

Page 1 of 1

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**AMOUNT BID FOR DELIVERY TO ALL SITES WITHIN BALDWIN COUNTY.**

Supply Location\_\_\_\_\_

Class "A" \$\_\_\_\_\_per Cubic Yard

Class "B" \$\_\_\_\_\_per Cubic Yard

2500 PSI \$\_\_\_\_\_per Cubic Yard

3000 PSI \$\_\_\_\_\_per Cubic Yard

4000 PSI \$\_\_\_\_\_per Cubic Yard

Bid amounts should be an all-inclusive total amount bid per item, including environmental fees.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0950, **Version:** 1

**Item #:** BE7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

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

**Submitted by:** Loren Lucas, Assistant Purchasing Director

---

### ITEM TITLE

Competitive Bid #WG20-25 - Provision of Mower Blades for the Baldwin County Commission

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Mower Blades; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of Mower Blades.

### 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:** 03/17/2020

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

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

**Additional instructions/notes:** N/A



## **BID #WG20-25 SPECIFICATIONS**

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

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

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

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

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

Delivery shall be made within ten (10) calendar days after receipt of order.

**Prices bid shall be firm for a twelve (12) month period beginning on the day of the award. It is the County's intent to award the bid to lowest responsible bidder by Group.**

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

### **Group 1 – Highway**

#### **2018 John Deere MX7 Rotary Cutter Suction, 0.5 x 4 in. (12.7 x 102 mm)**

Part #

Blade: FH329910

Bolt: W38054

Washer: W38627

Locknut: W50958

#### **2018 John Deere HX15 Rotary Cutter Single Suction 0.5 x 4 in. (12.7 x 101.6 mm)**

Part #

Center Blade: W52742

Right Blade: W49171

Left Blade: W49170

Bolt: W38054

Locknut: W50958

Washer: 24M7344

#### **2013 Bush-Wacker ST8410 Cutter ½ x 3.5 in.**

Part #

Blade: 3257

Bolt: 3045

Washer: 2106

Nut: 2105

**Woods 15.60 Batwing Rotary Mower**

Part #

Right Wing Blade Kit: 19160KT (CCW RIGHT WING)

Left Wing Blade Kit: 19161KT (CW LEFT WING)

Blade Pin: 1045034RP - 1-1/2

Blade Pin: 10520 - SHIM, 18 GA, 1-1/2

Blade Pin: 13946 - SHIM, 20 GA, 1-1/2

Spacer: 1028824 - 5/16 THICK

Keyhole Plate: 32603 - SPECIAL

Blade Pin Lock Clip: 32604 - SPECIAL

3379 - 1/2 NC X 1-1/2 HHCS, GR5

**All blades listed above must be alloy spring steel, airlift design and be John Deere, Bush-Wacker, and Woods brands or equivalent.**

**Group 2 – Parks**

**2018 Alamo Samurai Boom Mower 60”: Must be Alamo Brand or equivalent**

Part #

Blade: 02761500

Bolt: 02782900

Washer: 02957089

Locknut: 00020900

Roll Pin: 00023200

**Kubota 323 & 326 - 60” Deck: Must be Kubota brand or equivalent**

Part #

Blade: K5647-34340

Dust Cover: K5647-34312

**Kubota ZD1211 – 60” Deck: Must be Kubota brand or equivalent**

Part #

Blade: K5955-34360

Dust Cover: K5966-34310

**John/Deere 1575 - 60” Deck: Must be John/Deere brand or equivalent**

Part #

Blade: TCU14881

**Toro – 60: Must be Toro brand or equivalent**

Part #

Blades: 105-7718

Bolt: 103-0862

Washer: 103-0865

**Scag - 61”: Must be Scag brand or equivalent**

Part #

Blade: 482878

Bolt: 04001-41

Washer: 04043-06

**BID #WG20-25 RESPONSE FORM**

Provision of Mower Blades

Page 1 of 4

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

\_\_\_\_\_  
Financing Agency Authorized Signature

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

**BID #WG20-25 RESPONSE FORM**

Provision of Mower Blades

Page 2 of 4

**Group 1 – Highway****2018 John Deere MX7 Rotary Cutter Section, 0.5 x 4 in. (12.7 x 102 mm)**

Blade: FH329910 \$\_\_\_\_\_each

Bolt: W38054 \$\_\_\_\_\_each

Washer: W38627 \$\_\_\_\_\_each

Locknut: W50958 \$\_\_\_\_\_each

**2018 John Deere HX15 Rotary Cutter Single Suction 0.5 x 4 in. (12.7 x 101.6 mm)**

Center Blade: W52742 \$\_\_\_\_\_each

Right Blade: W49171 \$\_\_\_\_\_each

Left Blade: W49170 \$\_\_\_\_\_each

Bolt: W38054 \$\_\_\_\_\_each

Locknut: W50958 \$\_\_\_\_\_each

Washer: 24M7344 \$\_\_\_\_\_each

**2013 Bush-Wacker ST8410 Cutter 1/2 x 3.5 in.**

Blade: 3257 \$\_\_\_\_\_each

Bolt: 3045 \$\_\_\_\_\_each

Washer: 2106 \$\_\_\_\_\_each

Nut: 2105 \$\_\_\_\_\_each

**Woods 15.60 Batwing Rotary Mower**

Right Wing Blade Kit: 19160KT (CCW RIGHT WING) \$\_\_\_\_\_each

Left Wing Blade Kit: 19161KT (CW LEFT WING) \$\_\_\_\_\_each

Blade Pin: 1045034RP - 1-1/2 \$\_\_\_\_\_each

Blade Pin: 10520 - SHIM, 18 GA, 1-1/2 \$\_\_\_\_\_each

Blade Pin: 13946 - SHIM, 20 GA, 1-1/2 \$\_\_\_\_\_each

**BID #WG20-25 RESPONSE FORM**

Provision of Mower Blades

Page 3 of 4

**Woods 15.60 Batwing Rotary Mower - Continued**

Spacer: 1028824 - 5/16 THICK \$\_\_\_\_\_each

Keyhole Plate: 32603 – SPECIAL \$\_\_\_\_\_each

Blade Pin Lock Clip: 32604 - SPECIAL \$\_\_\_\_\_each

3379 - 1/2 NC X 1-1/2 HHCS, GR5 \$\_\_\_\_\_each

**All blades listed above must be alloy spring steel, airlift design and be John Deere, Bush-Wacker, and Woods brands or equivalent.**

**Group 2 – Parks****2018 Alamo Samurai Boom Mower 60”: Must be Alamo Brand or equivalent**

Blade: 02761500 \$\_\_\_\_\_each

Bolt:02782900 \$\_\_\_\_\_each

Washer: 02957089 \$\_\_\_\_\_each

Locknut: 00020900 \$\_\_\_\_\_each

Roll Pin: 00023200 \$\_\_\_\_\_each

**Kubota 323 & 326 - 60” Deck: Must be Kubota brand or equivalent**

Blade: K5647-34340 \$\_\_\_\_\_each

Dust Cover: K5647-34312 \$\_\_\_\_\_each

**Kubota ZD1211 – 60” Deck Must be Kubota brand or equivalent**

Blade: K5955-34360 \$\_\_\_\_\_each

Dust Cover: K5966-34310 \$\_\_\_\_\_each

**John/Deere 1575 - 60” Deck: Must be John/Deere brand or equivalent**

Blade: TCU14881 \$\_\_\_\_\_each

**BID #WG20-25 RESPONSE FORM**

Provision of Mower Blades

Page 4 of 4

**Toro – 60: Must be Toro brand or equivalent**

Blades: 105-7718                      \$\_\_\_\_\_each

Bolt: 103-0862                      \$\_\_\_\_\_each

Washer: 103-0865                      \$\_\_\_\_\_each

**Scag - 61": Must be Scag brand or equivalent**

Blade: 482878                      \$\_\_\_\_\_each

Bolt: 04001-41                      \$\_\_\_\_\_each

Washer: 04043-06                      \$\_\_\_\_\_each





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0948, **Version:** 1

**Item #:** BE8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

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

**Submitted by:** Wanda Gautney, Purchasing Director

---

### **ITEM TITLE**

Architectural Services for the Design of a New Baldwin County Area 100 Highway Maintenance Facility for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Approve the attached AIA Contract for the architectural services with Watermark Design Group, LLC, for the design of a new Baldwin County Area 100 Highway Maintenance Facility located in Bay Minette, Alabama in the amount of 6% of the construction cost for the new plus normal reimbursable expenses and authorize the Chairman to execute the Contract.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Watermark Design Group, LLC, has submitted an AIA Contract for the architectural services at 6% of the construction cost for the design of a new Baldwin County Area 100 Highway Maintenance Facility plus normal reimbursable expenses. The construction cost estimate and architectural services plus/minus is \$1,567,340.00 which includes Construction Testing, Topographic and Geotechnical Survey. The Commission approved during the Fiscal Year 2020 budget to fund this project. Recommend the Commission approve the attached AIA Contract for the new Baldwin County Area 100 Highway Maintenance Facility to be located in Bay Minette, Alabama.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Estimated Design Fees \$103,340.00

**Budget line item(s) to be used:** 53111.5500

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

**LEGAL IMPACT**

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

Contract has been reviewed and approved by County Attorney

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

**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:** 03/17/2020

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

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

Letter to Architect

**Additional instructions/notes:** N/A

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the seventh day of February in the year two-thousand twenty  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Baldwin County Commission  
322 Courthouse Square  
Bay Minette, Alabama 36507

and the Architect:  
(Name, legal status, address and other information)

Watermark Design Group, LLC  
2970 Cottage Hill Rd., Suite 200  
Mobile, Alabama 36606

for the following Project:  
(Name, location and detailed description)

New Maintenance Building for Baldwin County Highway Department Area 100  
203 Dickman Road  
Bay Minette, AL 36507  
New maintenance facility including administrative offices, storage, shop with enclosed and open maintenance bays, parking and drives as required for the new building.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(960653906)

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12	SPECIAL TERMS AND CONDITIONS
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See Exhibit "A"

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

See Exhibit "A"

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Tentatively set \$1,344,000.00 for Building and \$120,000.00 for the Sitework

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

None



.2 Construction commencement date:

None

.3 Substantial Completion date or dates:

None

.4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Seth Peterson, PE  
Pre-Construction Manager  
Baldwin County Highway Department  
Central Annex II  
22070 Highway 59  
Robertsdale, AL 36567

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Seth Peterson  
Stacy Appleton

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

*(Paragraphs deleted)*None

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

*(List name, address, and other contact information.)*

John A. McArthur, III, AIA, President  
Watermark Design Group  
2970 Cottage Hill Rd, Suite 200  
Mobile, Alabama 36606

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Robert Harvey, PE  
Thompson Engineering  
2970 Cottage Hill Rd, Suite 190  
Mobile, Alabama 36606

.2 Mechanical Engineer:

Jason Matiacio, PE  
Dell Consulting, LLC  
813 Downtowner Blvd. Suite D  
Mobile, Alabama 36609

.3 Electrical Engineer:

Andy Maurin, PE  
Dell Consulting  
813 Downtowner Blv., Suite D  
Mobile, Alabama

.4 Geotechnical Engineer:

Cameron Crigler, PE  
Thompson Engineering  
2970 Cottage Hill Rd, Suite 190  
Mobile, Alabama 36606

.5 Professional Land Surveyor:

Johnny Holley, PLS  
Thompson Engineering  
2970 Cottage Hill Rd, Suite 190  
Mobile, Alabama 36606

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:



See Exhibit "B", Architects Proposal

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00 ) for each occurrence and two million (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00 ) each accident, one million (\$ 1,000,000.00 ) each employee, and one million (\$ 1,000,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000.00 ) per claim and one million (\$ 1,000,000.00 ) in the aggregate.



**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.



**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.



### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations, or deviations which are readily and reasonably known, from the Contract Documents, (2) known deviations, or deviations which are readily and reasonably known, from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or



completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.



The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

#### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

#### **§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a*

description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect/Owner
§ 4.1.1.22 Security evaluation and planning	Architect/Owner
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)



4.1.1.1 Programming – visit existing facilities and coordinate with Owner/users for pro's and con's, functional and spatial requirements, proximity, access and special equipment needs

4.1.1.5 Site Evaluation and Planning – visit the site and evaluate for access, drainage and economy.

4.1.1.8 Civil Engineering – provide full civil design including layout and paving, grading and drainage, and utilities.

4.1.1.9 Landscape Design – provide basic landscape for grassing and minor tree and shrubbery positioning.

4.1.1.10 Interior Design – material and finish selection.

4.1.1.21 Telecommunication/Data design – provide voice and data boxes and conduit for Owners IT provider to install devices/equipment.

4.1.1.22 Security evaluation and Planning – provide boxes and conduit for Owners Alarm system provider to install devices/equipment, provide door hardware with provisions for tie-in to security alarm system.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

4.1.1.21 Telecommunication/Data design –Owners IT to provide information for location of equipment and outlets.

4.1.1.22 Security evaluation and Planning –Owners Alarm system provider to provide information for location of security alarm system equipment and provisions for tie-in to door hardware.

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

Init.



- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ten ( 10 ) visits to the site by the Architect during construction
- .3 two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.



§ 5.4 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Architect shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

#### § 5.7

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Architect shall furnish soils and concrete tests, special inspections and reports required by law or the Contract Documents. The Owner will assist in concrete cylinder preparation.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.



§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9



and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.



§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.



## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Remainder of the Architects Fee

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. If the parties have selected litigation for dispute resolution, then the proper venue for any such action shall lie in Baldwin County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.



§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)  
  
\$103,340.00
- .2 Percentage Basis  
(Insert percentage value)

NA (NA ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

None

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

None

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

A scope will be developed and a proposal for the work will be provided.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15%), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

A scope will be developed and a proposal for the work will be provided.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty-five	percent (	45	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "C"

Employee or Category

Rate (\$0.00)



## § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of NA (\$ NA ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Prime %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

NA

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

☐ [ NA ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

NA

- ☐ [ ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit "A" – Background information provided by the Owner.

Exhibit "B" – Fee Proposal submitted by the Architect and approved by the Owner.

Exhibit "C" – Architect and Consultant Schedule of Fees

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Certificate of Insurance

E-Verify (on-file with Owner)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

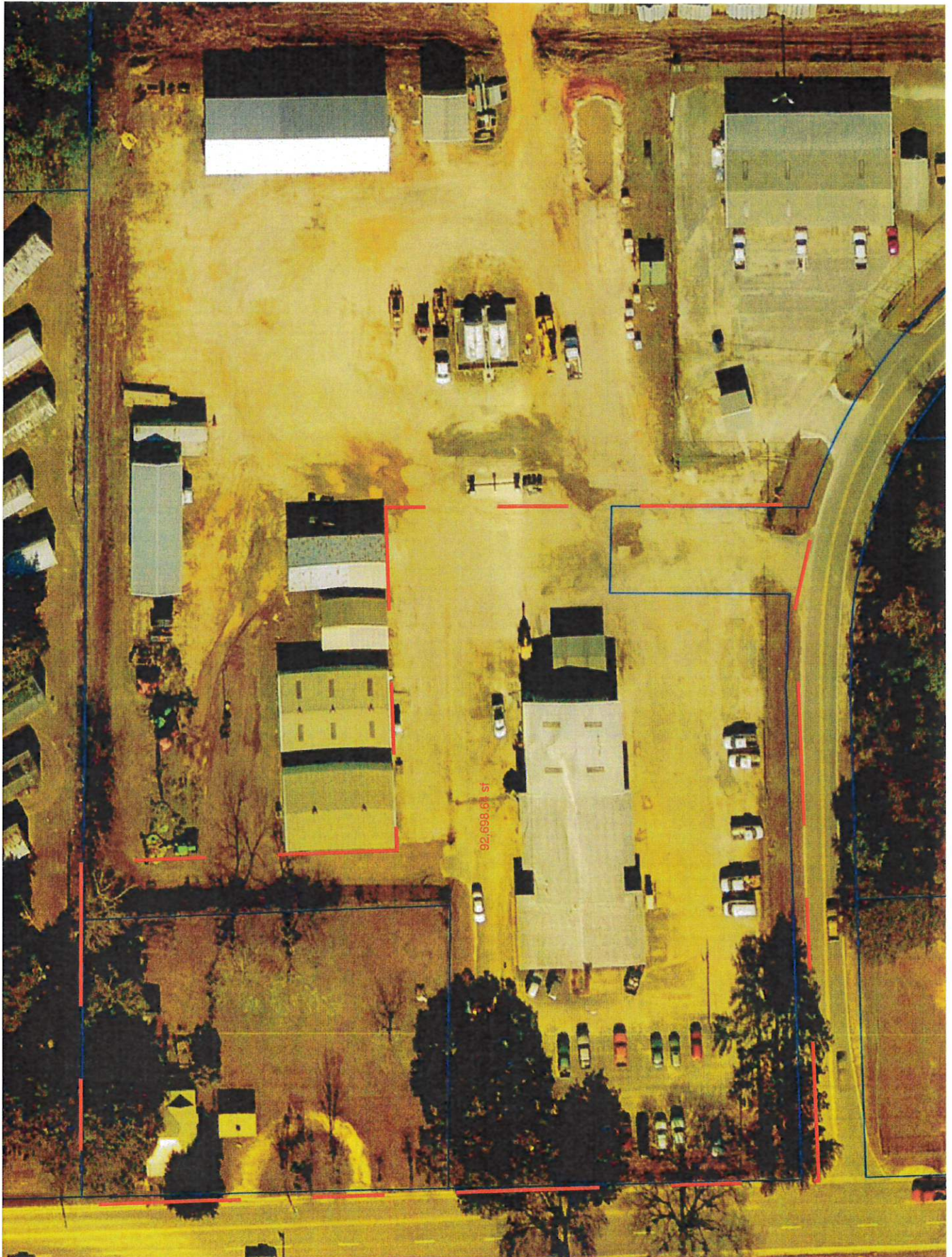
  
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ARCHITECT (Signature)

John A. McArthur, III, AIA, PresidentAL#6432

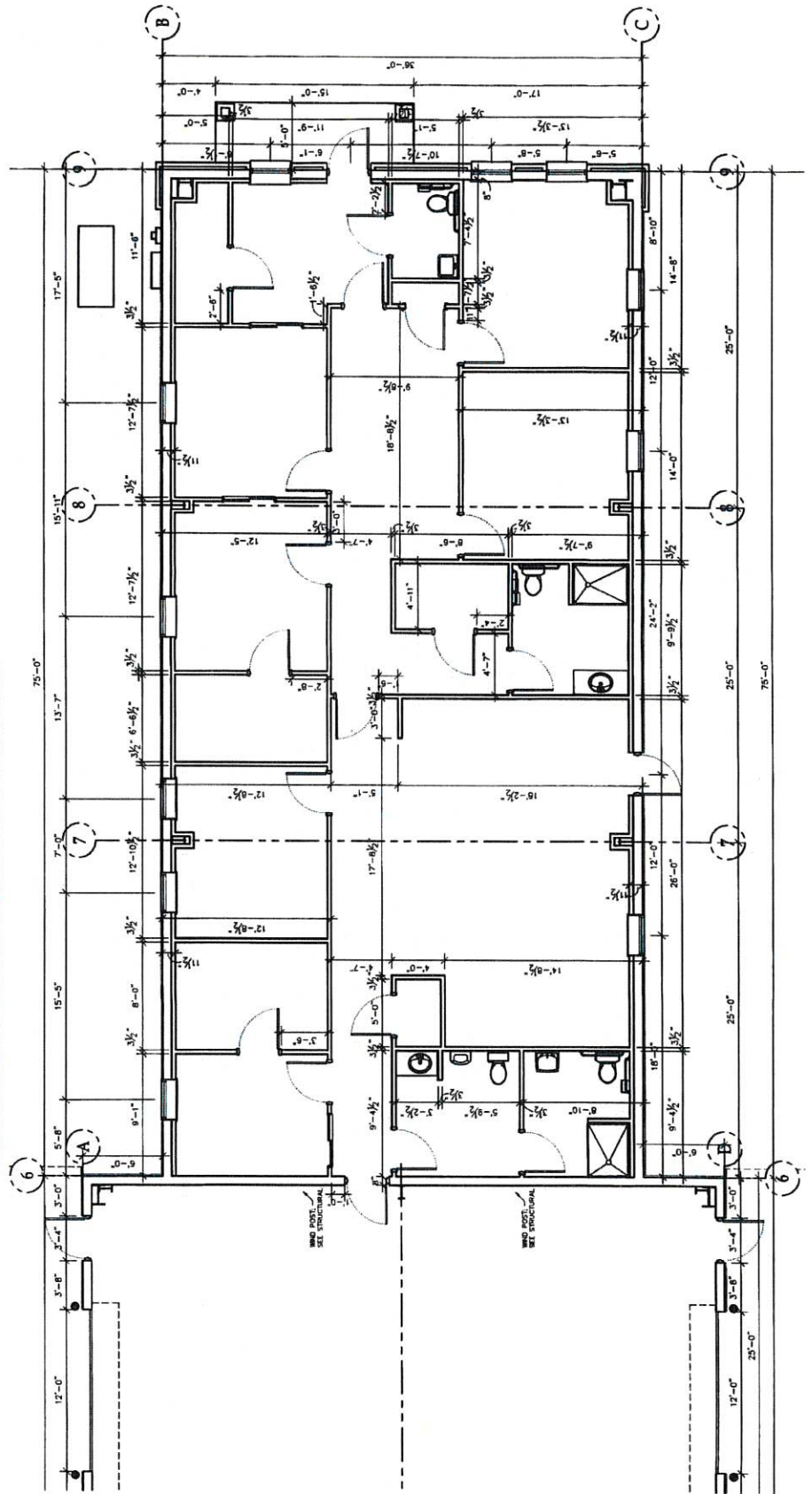
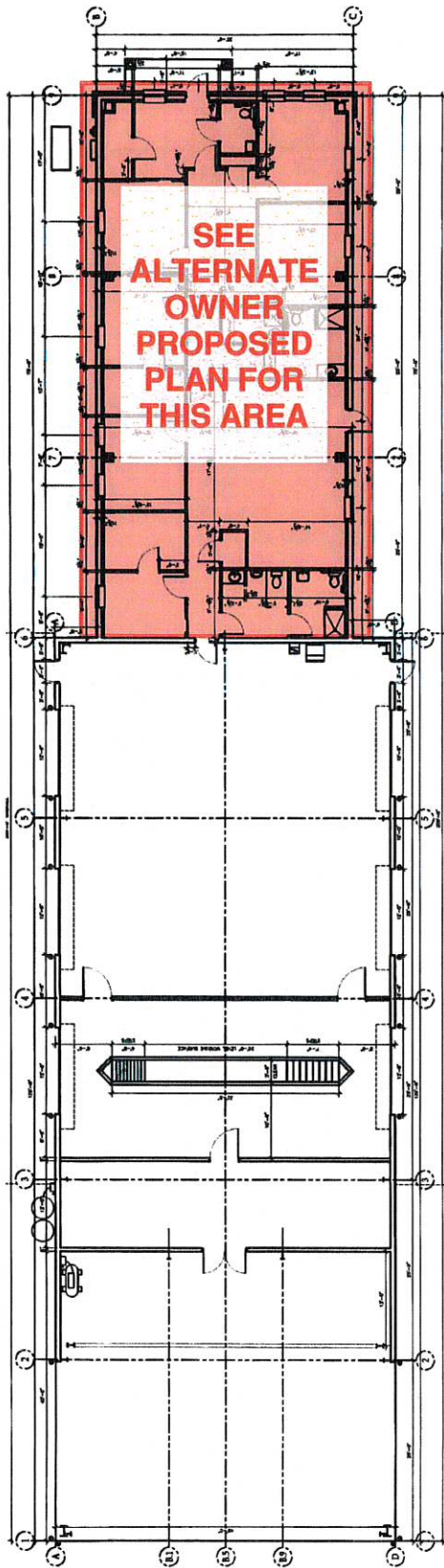
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(Printed name, title, and license number, if required)

  
CHRISTOPHER GRANT, PLA  
DIRECTOR



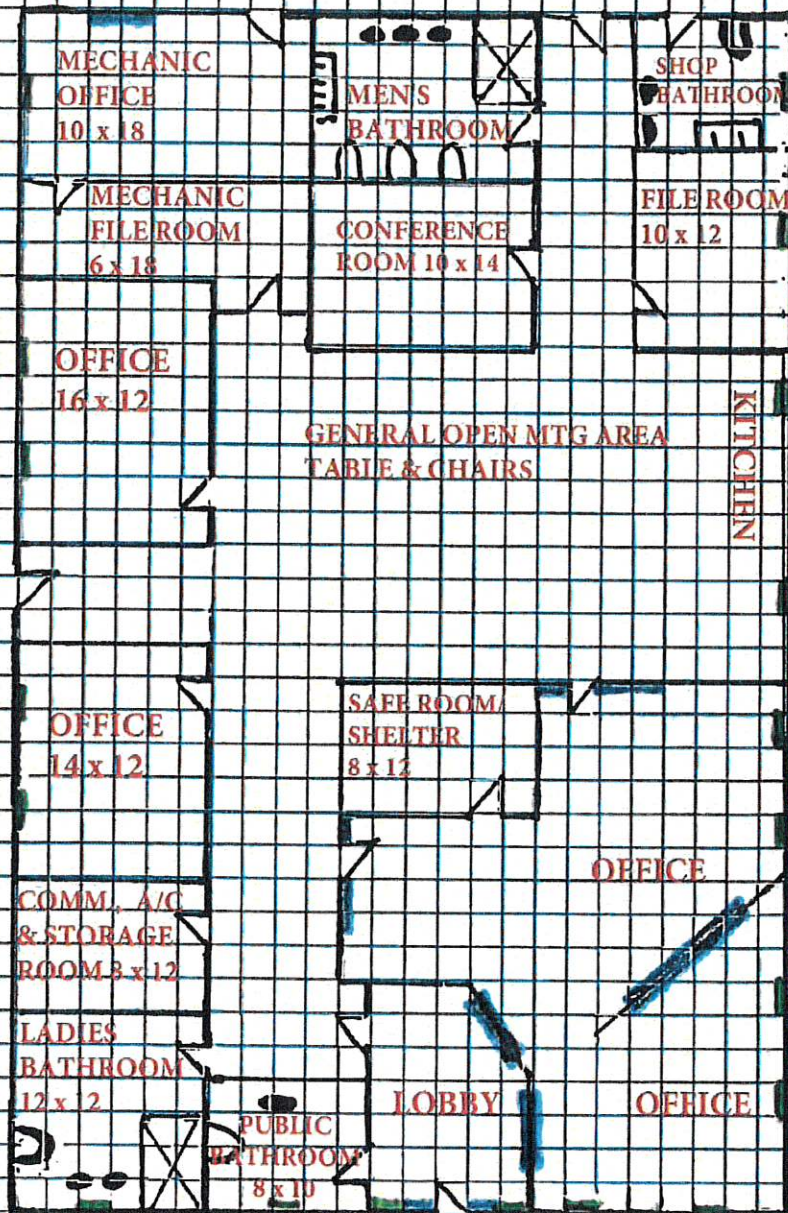






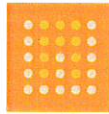


# AREA 200 48'X72' SKETCH



■ - EACH SQUARE IS EQUAL TO 2 FT





watermark  
DESIGN

February 6, 2020

Baldwin County Highway Department  
Central Annex II, (3rd & 4th Floors)  
22070 AL-59  
Robertsdale, AL 36567

ATTN: Seth Peterson, P.E., Pre-Construction Manager

**RE: Proposal for Architectural Services for Area 100 Office/Vehicle Maintenance Building.**

Seth,

We appreciate the opportunity to be part of the team to develop the New Office/Vehicle Maintenance Buildings at the Area 100 Facilities.

The following is our proposal, which is based on the information that was compiled in our initial meeting on December 19th.

The following general programmatic assumptions form the basis of the proposal for New Building and required Site Development:

- The footprint is anticipated to be around 9,600 SF.
- The structure will be a Pre-Engineered Metal Building with brick at the front façade.
- The Office area will be approximately 3,600 sf and will be programmed and designed generally based on the sketch plans provide at the initial meeting.
- The Enclosed Shop and Storage Area will be approximately 5,080 and will be programmed and designed generally based on the information in the existing building plan provide at the initial meeting.
- Open Bay Area will be approximately 1,920 and will be programmed and designed generally based on the information in the existing building plan provide at the initial meeting.
- Area 100 will include demolition of the existing building and temporary facilities for the duration of Construction Phase.
- Facility will require a new Diesel Generator.
- County personnel will perform day-to-day Construction Phase Observation, with the Design Professionals performing code required inspection/special inspections and OAC meetings.
- We will provide Architecture, Civil Engineering, Structural Engineering, Mechanical Engineering (HVAC, Plumbing and Fire Protection) and Electrical Engineering as Basic Services.
- We will provide Survey, Geotechnical Investigation/Report, and Construction Materials Testing.

The following is an outline of the scope of the Basic Services we will provide for New Buildings and required Site Development at two locations:

- Initial Programming and Preliminary Design Phase - Establish a floor plan that meets the functional, programmatic and budgetary requirements of the User/Owner.
- Design Development - Finalize the major decisions on building structural, mechanical and electrical systems, and finalize selection of materials. Incorporate these decisions into the plans, elevations, building sections, and wall sections.

- Construction Documents –for use as prototypical documentation on future site adapt projects.

The following is an outline of the scope of the Basic Services we will provide for the New Area 100 facility.

- Construction Documents – Produce drawings and technical specifications that are required to accommodate site-specific conditions including layout, utilities, grading and drainage, vehicular and pedestrian access, landscape and special features. Drawings and Specifications will be sealed by Architect and Engineers, submitted for permit review and coordinated as needed with the authorities having jurisdiction.
- Procurement – Distribute documents to pre-qualified bidders, respond to requests for information and substitution, conduct pre-bid meeting, and assist Owner with receiving and certifying bids and awarding the contract.
- Construction Administrations - Services provided include but are not limited to submittal review, pay app certification, site visits by Design Professionals as required to meet the Special Inspection requirements of the Building Code and to insure the work is being carried out per the construction documents and to meet code.

The following are assumptions and a breakdown of our proposed Lump Sum Fee based on the assumptions and scopes of work outlined above.

Building Construction Cost.....	\$1,344,000.00
<u>Sitework Cost.....</u>	<u>\$120,000.00</u>
Total Construction Cost .....	\$1,464,000.00

Fee Breakdown:

6.0% Design Fee Basis.....	\$87,840.00
Boundary and Topographic Survey .....	\$5,500.00
Geotechnical Services .....	\$6,500.00
<u>Construction Materials Testing.....</u>	<u>\$3,500.00</u>
Total Fee .....	\$103,340.00

- Progress payments will be by phase and will be invoiced upon submittal of deliverables. Progress payments through construction phase shall be based on percent of work certified completed on the contractors pay application.

Anticipated reimbursable expense for printing for Permit review and Bid is ±\$1,200.00.


We are prepared to commit resources immediately upon your notice to proceed.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,  
For the Firm,



John A. McArthur, III, "Sandy"  
Architect / President  
Watermark Design Group, LLC



CHRISTOPHER GRANT, P.A.  
DIRECTOR



**SCHEDULE OF HOURLY RATES:**

**WATERMARK DESIGN GROUP (Architectural, Interior Design)**

Principal Architect .....	\$145
Sr. Project Manager .....	\$144
Project Architect .....	\$115
Interior Designer .....	\$125
CAD Designer .....	\$93
Clerical.....	\$52

**THOMPSON ENGINEERING (Civil, Structural and Geotechnical Engineering)**

Sr. Engineer .....	\$155
Project Engineer.....	\$124
Sr. Consultant .....	\$149
Sr. Scientist.....	\$124
Project Scientist .....	\$108
CAD Designer .....	\$88
Clerical.....	\$67

**DELL CONSULTING (Mechanical, Electrical, Plumbing and Fire Protection)**

Principal/Partner .....	\$175
Registered Engineer (P.E.) .....	\$150
Senior Designer – Partner.....	\$125
Senior Designer .....	\$100
RCDD .....	\$100
Engineer (E.T.) .....	\$90
Engineering Designer .....	\$70
Drafting.....	\$68
Clerical.....	\$47



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0946, **Version:** 1

**Item #:** BE9

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

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

**Submitted by:** Wanda Gautney, Purchasing Director

---

### **ITEM TITLE**

Architectural Services for the Design of a New Baldwin County Area 200 Highway Maintenance Facility for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Approve the attached AIA Contract for the architectural services with **Watermark Design Group, LLC**, for the design of a new Baldwin County Area 200 Highway Maintenance Facility located in Silverhill, Alabama in the amount of **6%** of the construction cost for the new plus normal reimbursable expenses and authorize the Chairman to execute the Contract.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Watermark Design Group, LLC, has submitted an AIA Contract for the architectural services at 6% of the construction cost for the design of a new Baldwin County Area 200 Highway Maintenance Facility plus normal reimbursable expenses. The construction cost estimate and architectural services plus/minus is \$1,567,340.00 which includes Construction Testing, Topographic and Geotechnical Survey. The Commission approved during the Fiscal Year 2020 budget to fund this project. Recommend the Commission approve the attached AIA Contract for the new Baldwin County Area 200 Highway Maintenance Facility to be located in Silverhill, Alabama.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Estimated Design Fees \$103,340.00

**Budget line item(s) to be used:** 53112.5500

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

**LEGAL IMPACT**

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

Contract has been reviewed and approved by County Attorney

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

**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:** 03/17/2020

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

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

Letter to Architect

**Additional instructions/notes:** N/A

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the seventh day of February in the year two-thousand twenty  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Baldwin County Commission  
322 Courthouse Square  
Bay Minette, Alabama 36507

and the Architect:  
(Name, legal status, address and other information)

Watermark Design Group, LLC  
2970 Cottage Hill Rd., Suite 200  
Mobile, Alabama 36606

for the following Project:  
(Name, location and detailed description)

New Maintenance Building for Baldwin County Highway Department Area 200  
22220 West Boulevard  
Silverhill, AL 36576  
New maintenance facility including administrative offices, storage, shop with enclosed and open maintenance bays, parking and drives as required for the new building.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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**User Notes:**

(1245145454)

## TABLE OF ARTICLES

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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See Exhibit "A"

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

See Exhibit "A"

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Tentatively set \$1,344,000.00 for Building and \$120,000.00 for the Sitework

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

None



.2 Construction commencement date:

None

.3 Substantial Completion date or dates:

None

.4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Seth Peterson, PE  
Pre-Construction Manager  
Baldwin County Highway Department  
Central Annex II  
22070 Highway 59  
Robertsdale, AL 36567

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Seth Peterson  
Stacy Appleton

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

*(Paragraphs deleted)*None

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

*(List name, address, and other contact information.)*

John A. McArthur, III, AIA, President  
Watermark Design Group  
2970 Cottage Hill Rd, Suite 200  
Mobile, Alabama 36606

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Robert Harvey, PE  
Thompson Engineering  
2970 Cottage Hill Rd, Suite 190  
Mobile, Alabama 36606

.2 Mechanical Engineer:

Jason Matiacio, PE  
Dell Consulting, LLC  
813 Downtowner Blvd. Suite D  
Mobile, Alabama 36609

.3 Electrical Engineer:

Andy Maurin, PE  
Dell Consulting  
813 Downtowner Blvd., Suite D  
Mobile, Alabama

.4 Geotechnical Engineer:

Cameron Crigler, PE  
Thompson Engineering  
2970 Cottage Hill Rd, Suite 190  
Mobile, Alabama 36606

.5 Professional Land Surveyor:

Johnny Holley, PLS  
Thompson Engineering  
2970 Cottage Hill Rd, Suite 190  
Mobile, Alabama 36606

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:



See Exhibit "B", Architects Proposal

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00 ) for each occurrence and two million (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

**§ 2.5.5** Employers' Liability with policy limits not less than one million (\$ 1,000,000.00 ) each accident, one million (\$ 1,000,000.00 ) each employee, and one million (\$ 1,000,000.00 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000.00 ) per claim and one million (\$ 1,000,000.00 ) in the aggregate.



**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.



**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.



### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations, or deviations which are readily and reasonably known, from the Contract Documents, (2) known deviations, or deviations which are readily and reasonably known, from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or



completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.



The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

### **§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a*

description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect/Owner
§ 4.1.1.22 Security evaluation and planning	Architect/Owner
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)



4.1.1.1 Programming – visit existing facilities and coordinate with Owner/users for pro's and con's, functional and spatial requirements, proximity, access and special equipment needs

4.1.1.5 Site Evaluation and Planning – visit the site and evaluate for access, drainage and economy.

4.1.1.8 Civil Engineering – provide full civil design including layout and paving, grading and drainage, and utilities.

4.1.1.9 Landscape Design – provide basic landscape for grassing and minor tree and shrubbery positioning.

4.1.1.10 Interior Design – material and finish selection.

4.1.1.21 Telecommunication/Data design – provide voice and data boxes and conduit for Owners IT provider to install devices/equipment.

4.1.1.22 Security evaluation and Planning – provide boxes and conduit for Owners Alarm system provider to install devices/equipment, provide door hardware with provisions for tie-in to security alarm system.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

4.1.1.21 Telecommunication/Data design –Owners IT to provide information for location of equipment and outlets.

4.1.1.22 Security evaluation and Planning –Owners Alarm system provider to provide information for location of security alarm system equipment and provisions for tie-in to door hardware.

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;



- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ten ( 10 ) visits to the site by the Architect during construction
- .3 two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.



§ 5.4 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Architect shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

#### § 5.7

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Architect shall furnish soils and concrete tests, special inspections and reports required by law or the Contract Documents. The Owner will assist in concrete cylinder preparation.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.



§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9



and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.



§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Remainder of the Architects Fee

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. If the parties have selected litigation for dispute resolution, then the proper venue for any such action shall lie in Baldwin County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.



§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)  
  
\$103,340.00
- .2 Percentage Basis  
(Insert percentage value)



NA (NA ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

None

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

None

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

A scope will be developed and a proposal for the work will be provided.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15%), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

A scope will be developed and a proposal for the work will be provided.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty-five	percent (	45	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "C"

Employee or Category	Rate (\$0.00)
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## § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of NA ( \$ NA ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Prime %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.



## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

NA

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ NA ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

NA

- [ ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit "A" – Background information provided by the Owner.

Exhibit "B" – Fee Proposal submitted by the Architect and approved by the Owner.

Exhibit "C" – Architect and Consultant Schedule of Fees

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Certificate of Insurance

E-Verify (on-file with Owner)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

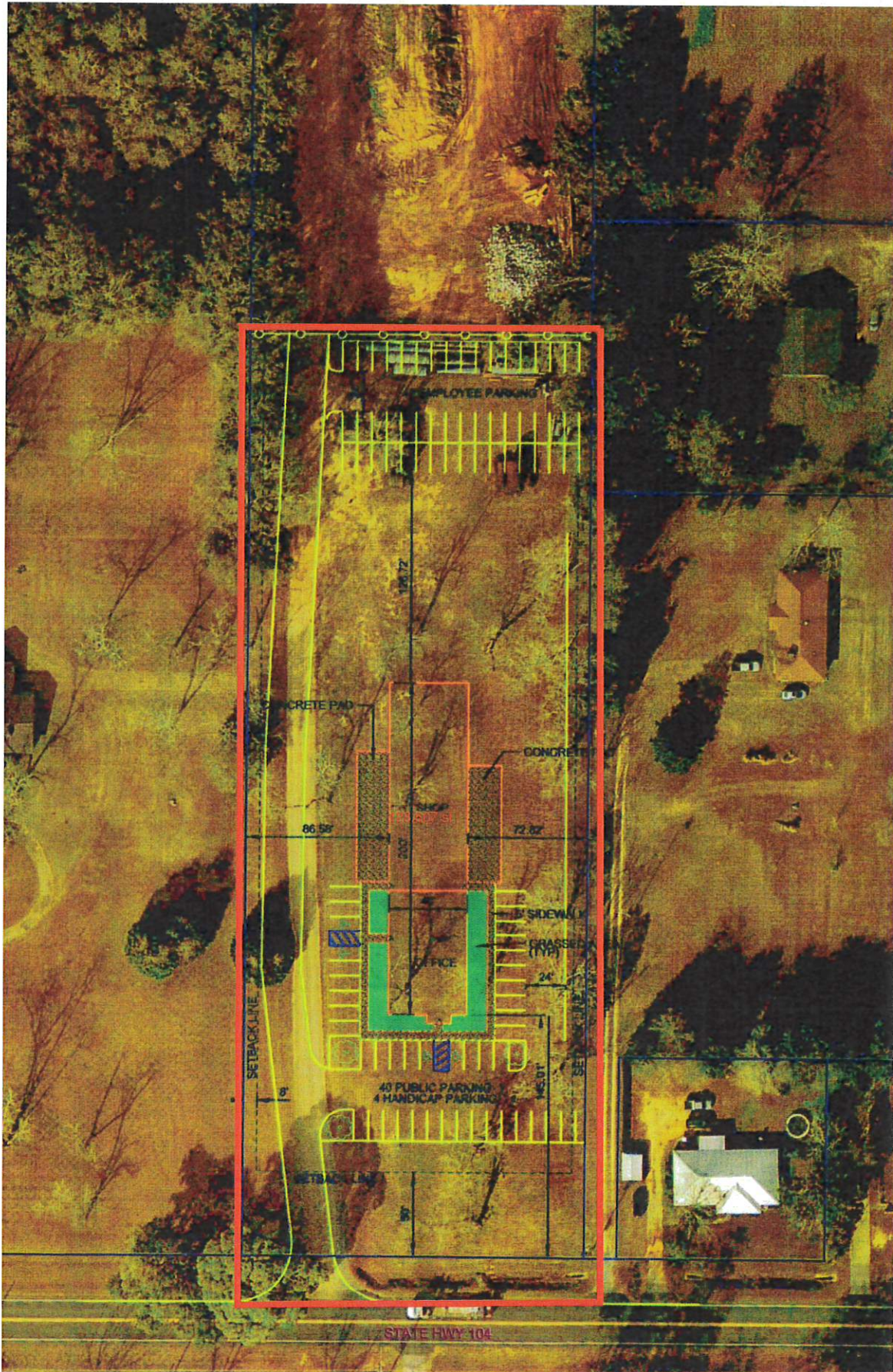
John A. McArthur, III, AIA, PresidentAL#6432

(Printed name, title, and license number, if required)

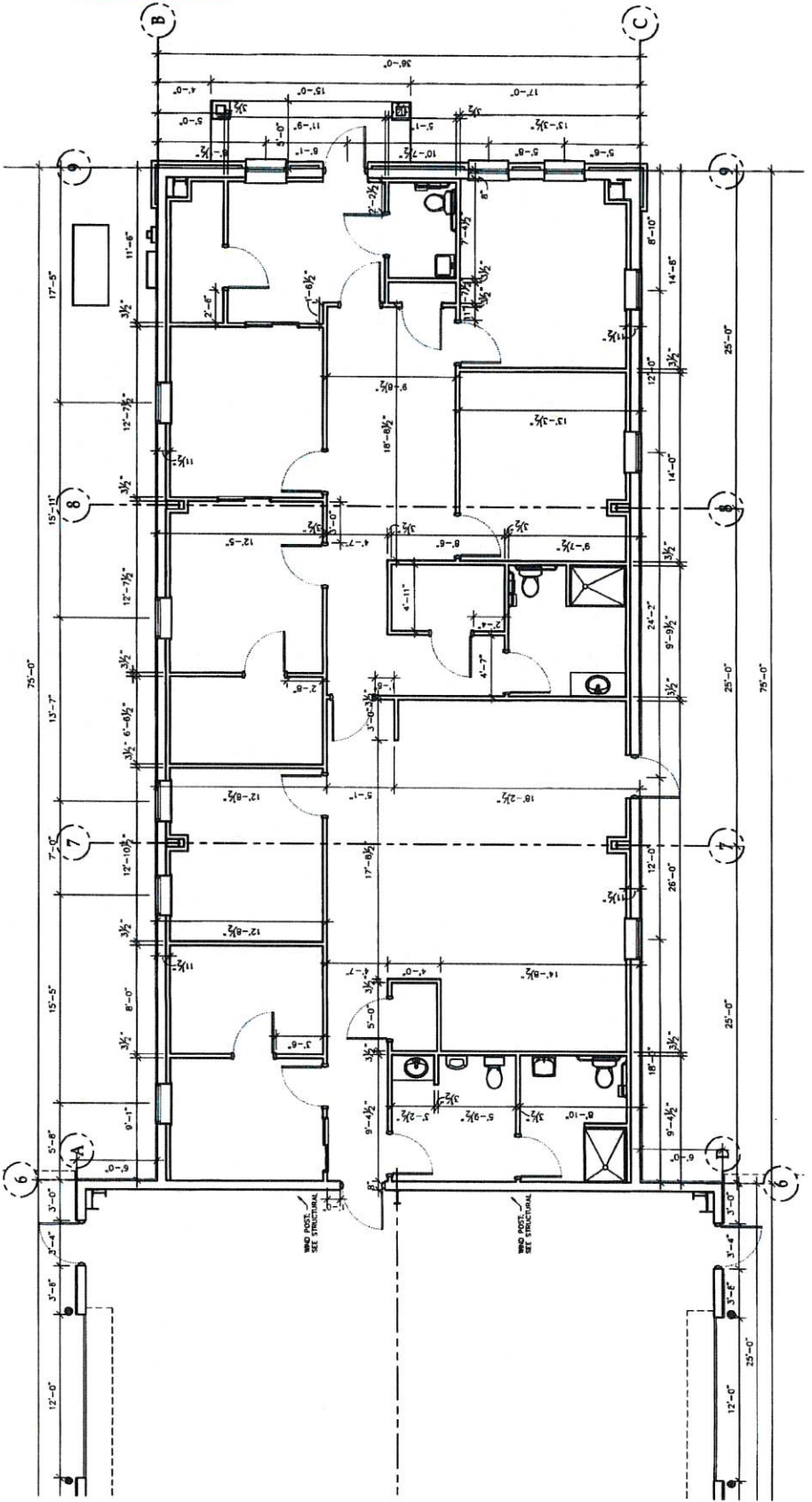
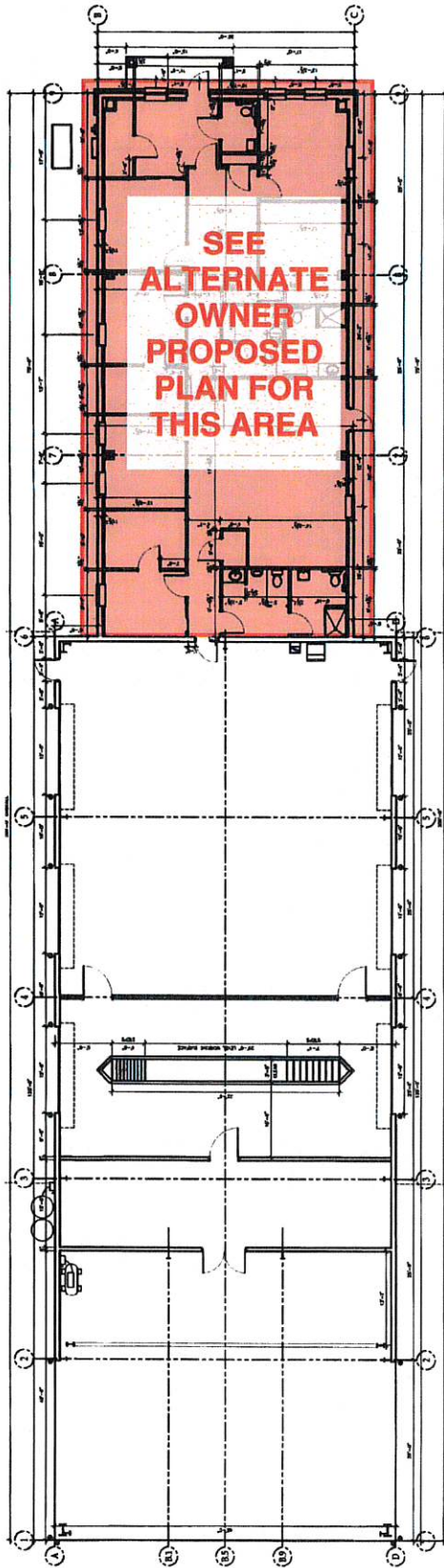
CHRISTOPHER GAGNET, AIA  
DIRECTOR



EXHIBIT "A"  
PAGE 1 OF 3



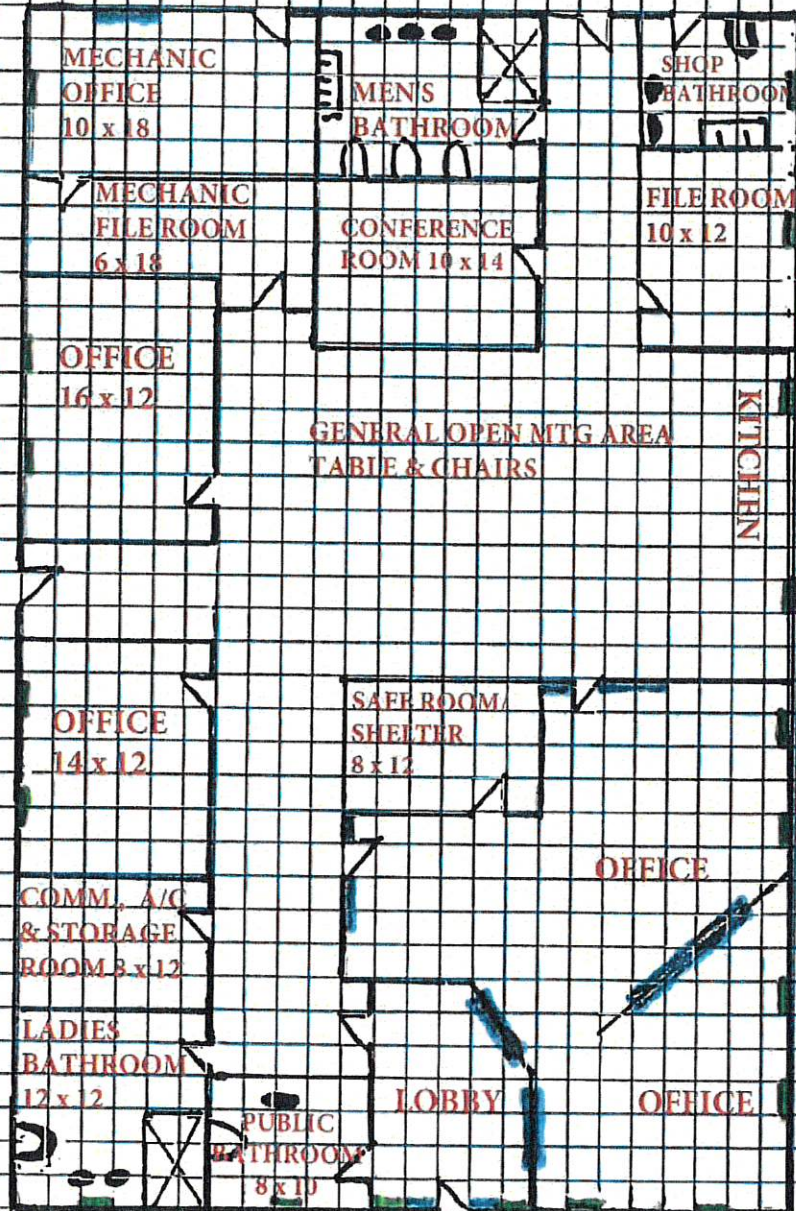




Partial Floor Plan  
SCALE: 1/8" = 1'-0"

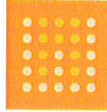


## AREA 200 48'X72' SKETCH



■ } - EACH SQUARE IS EQUAL TO 2 FT





watermark  
DESIGN

February 6, 2020

Baldwin County Highway Department  
Central Annex II, (3rd & 4th Floors)  
22070 AL-59  
Robertsdale, AL 36567

ATTN: Seth Peterson, P.E., Pre-Construction Manager

**RE: Proposal for Architectural Services for Area 200 Office/Vehicle Maintenance Building.**

Seth,

We appreciate the opportunity to be part of the team to develop the New Office/Vehicle Maintenance Buildings at the Area 200 Facilities.

The following is our proposal, which is based on the information that was compiled in our initial meeting on December 19th.

The following general programmatic assumptions form the basis of the proposal for New Building and required Site Development:

- The footprint is anticipated to be around 9,600 SF.
- The structure will be a Pre-Engineered Metal Building with brick at the front façade.
- The Office area will be approximately 3,600 sf and will be programmed and designed generally based on the sketch plans provide at the initial meeting.
- The Enclosed Shop and Storage Area will be approximately 5,080 and will be programmed and designed generally based on the information in the existing building plan provide at the initial meeting.
- Open Bay Area will be approximately 1,920 and will be programmed and designed generally based on the information in the existing building plan provide at the initial meeting.
- Facility will require a new Diesel Generator.
- County personnel will perform day-to-day Construction Phase Observation, with the Design Professionals performing code required inspection/special inspections and OAC meetings.
- We will provide Architecture, Civil Engineering, Structural Engineering, Mechanical Engineering (HVAC, Plumbing and Fire Protection) and Electrical Engineering as Basic Services.
- We will provide Survey, Geotechnical Investigation/Report, and Construction Materials Testing.

The following is an outline of the scope of the Basic Services we will provide for New Buildings and required Site Development at two locations:

- Initial Programming and Preliminary Design Phase - Establish a floor plan that meets the functional, programmatic and budgetary requirements of the User/Owner.
- Design Development - Finalize the major decisions on building structural, mechanical and electrical systems, and finalize selection of materials. Incorporate these decisions into the plans, elevations, building sections, and wall sections.
- Construction Documents –for use as prototypical documentation on future site adapt projects.

The following is an outline of the scope of the Basic Services we will provide for the New Area 100 facility.

- Construction Documents – Produce drawings and technical specifications that are required to accommodate site-specific conditions including layout, utilities, grading and drainage, vehicular and pedestrian access, landscape and special features. Drawings and Specifications will be sealed by Architect and Engineers, submitted for permit review and coordinated as needed with the authorities having jurisdiction.
- Procurement – Distribute documents to pre-qualified bidders, respond to requests for information and substitution, conduct pre-bid meeting, and assist Owner with receiving and certifying bids and awarding the contract.
- Construction Administrations - Services provided include but are not limited to submittal review, pay app certification, site visits by Design Professionals as required to meet the Special Inspection requirements of the Building Code and to insure the work is being carried out per the construction documents and to meet code.

The following are assumptions and a breakdown of our proposed Lump Sum Fee based on the assumptions and scopes of work outlined above.

Building Construction Cost..... \$1,344,000.00  
Sitework Cost..... \$120,000.00  
Total Construction Cost ..... \$1,464,000.00

Fee Breakdown:

6.0% Design Fee Basis..... \$87,840.00  
Boundary and Topographic Survey ..... \$5,500.00  
Geotechnical Services ..... \$6,500.00  
Construction Materials Testing..... \$3,500.00  
Total Fee ..... \$103,340.00

- Progress payments will be by phase and will be invoiced upon submittal of deliverables. Progress payments through construction phase shall be based on percent of work certified completed on the contractors pay application.

Anticipated reimbursable expense for printing for Permit review and Bid is ±\$1,200.00.


We are prepared to commit resources immediately upon your notice to proceed.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,  
For the Firm,



John A. McArthur, III, "Sandy"  
Architect / President  
Watermark Design Group, LLC

  
CHRISTOPHER GRANT, PLS  
DIRECTOR



**SCHEDULE OF HOURLY RATES:**

**WATERMARK DESIGN GROUP (Architectural, Interior Design)**

Principal Architect .....	\$145
Sr. Project Manager .....	\$144
Project Architect .....	\$115
Interior Designer .....	\$125
CAD Designer .....	\$93
Clerical .....	\$52

**THOMPSON ENGINEERING (Civil, Structural and Geotechnical Engineering)**

Sr. Engineer .....	\$155
Project Engineer .....	\$124
Sr. Consultant .....	\$149
Sr. Scientist .....	\$124
Project Scientist .....	\$108
CAD Designer .....	\$88
Clerical .....	\$67

**DELL CONSULTING (Mechanical, Electrical, Plumbing and Fire Protection)**

Principal/Partner .....	\$175
Registered Engineer (P.E.) .....	\$150
Senior Designer – Partner .....	\$125
Senior Designer .....	\$100
RCDD .....	\$100
Engineer (E.T.) .....	\$90
Engineering Designer .....	\$70
Drafting .....	\$68
Clerical .....	\$47



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0945, **Version:** 1

**Item #:** BE10

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Jeannie Pearson, Commission Executive Assistant; Anu Gary, Administrative Services Manager

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Rental of One (1) Copy Machine for the Baldwin County Commission Office at the Satellite Courthouse Located in Foley, Alabama

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute the rental agreement with **Sharp Electronics Corporation** for the rental of one (1) new copy machine off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

**Baldwin County Commission Office Satellite Courthouse, Foley, AL**

**Model:** MX-5071

**Price:** \$201.55 per month

**Excess Charge/copy:** \$0.0054 B/W & \$0.0400 Color

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The rental agreement for the copy machine in the Commission Office at the Foley Satellite Courthouse has ended. The old machine will be replaced with a new color copier which will be rented off the State of Alabama Contract. Sharp Electronics Corporation has submitted a rental agreement to replace the old machine with a new machine. The rental agreement is for thirty-six (36) months and will include all supplies, toner and developer. We are currently paying \$216.92 per month for the machine. The new cost proposal is \$201.55 per month. Total cost savings to the County for the machine will be \$184.44 per year.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$2,413.60

**Budget line item(s) to be used:** 51993.5223

**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?**  
State of Alabama Contract Standard Rental Agreement

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 03/17/2020

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

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

**Additional instructions/notes:** N/A

Order # B291

## Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

### STATE CONTRACT RENTAL AGREEMENT

BILL TO:

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # (251) 580-1911

Contact: Sherry Smith

DATE

SHIP TO:

Foley Commission Office

201 E. Section Ave

Foley, AL 36535

TELEPHONE # 251-972-6833

Contact: Jeannie Peerson

BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama  
Contract # T190-PA3091-AL04

RATE: Monthly

Base Charge: \$201.55

Copies

Included

N/A

Excess Charge

Per Copy \$ \$.0400 color & \$.0054 B/W

3 Yr Equip. Total \$7,255.80

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-5071			
	MX-FN27N			
	MX-PN14B			
	MX-DE26N			
	MX-FX15			
		Replaces S/N #6504807Y		



(PAGE 2)

**SUPPLIES**

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

**SERVICE**

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

**TERMS AND CONDITIONS**

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE	_____	TITLE	_____	DATE	_____
LESSOR	<u>Nicole Wronsky</u>	TITLE	Government Account Manager	DATE	<u>3/2/2020</u>



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0939, **Version:** 1

**Item #:** BK1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Zach Hood, EMA Director

**Submitted by:** Danon Smith, EMA Planning & Grants Coordinator

---

### **ITEM TITLE**

Fiscal Year 2020 Joint Funding Agreement between the Baldwin County Commission and the U.S. Geological Survey

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the annual U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement for Water Resources Investigations between the Baldwin County Commission and the U.S. Department of the Interior U.S. Geological Survey in the amount of \$22,100.00 to be funded by the Baldwin County Commission. This funding provides for the continued operation of the continuous-record stage gauging stations at Magnolia River at U.S. Highway 98 near Foley, Styx River at County Road 64 near Loxley, Styx River at Seminole, and a continuous-record rain gauge at Fish River near Silverhill; and
- 2) Authorize the Chairman to sign the Joint Funding Agreement between the Baldwin County Commission and the U.S. Department of the Interior U.S. Geological Survey, and related documentation to cover the period from October 1, 2019 to September 30, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** No

**Background:** The U.S. Geological Survey provides for the operation and maintenance of continuous-record stage gauging in Baldwin County (listed above). These monitoring stations are accessible via the Internet and are monitored daily by the National Weather Service. The stream gauges aid in the early warning of flooding in flood-prone areas, as well as aiding in the reduction of flood insurance by providing Community Rating System (CRS) points to Baldwin County. This is a recurring contract paid annually by the Baldwin County Commission.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$22,100.00

**Budget line item(s) to be used:** 52300.5150.2

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
No

### **LEGAL IMPACT**

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

Yes - reviewed (annually) as part of Meeting Agenda Process

**Reviewed/approved by:** Reviewed 3/11/2020 by Brad Hicks, 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:** N/A

**Individual(s) responsible for follow up:** BCC Administration and BCEMA Staff

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

Administration:

Prepare correspondence and obtain the Chairman's signature on two original agreements. Retain one original for BCC Administration records.

Send one original agreement to:

Desvin Jones  
S. Sherwood Forest Blvd, Suite 120  
Baton Rouge, Louisiana 70816

Send one copy to EMA, attention Zach Hood. EMA Staff: Perform follow up and implementation

**Additional instructions/notes:** N/A



U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: [REDACTED]  
Agreement #: 20MLFAALDA027  
Project #: [REDACTED]  
TIN #: [REDACTED]

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2019, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Baldwin County Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program for the operation of continuous-record stage gaging stations at Magnolia River at U.S. Hwy 98 near Foley, Styx River at CR 64 near Loxley, and Styx River at Seminole; and a continuous-record rain gage on the Fish River near Silver hill in Baldwin County, Alabama, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period  
October 1, 2019 to September 30, 2020
- (b) \$22,100 by the party of the second part during the period  
October 1, 2019 to September 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: [REDACTED]  
Agreement #: 20MLIFAALDA027  
Project #: [REDACTED]  
TIN #: [REDACTED]

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Victor Stricklin  
Supervisory Hydrologist  
Address: P.O. Box 11044  
Tuscaloosa, AL 35487  
Telephone: (205) 348-0950  
Fax: (205) 348-0970  
Email: vstrick@usgs.gov

**Customer Technical Point of Contact**

Name: Zach Hood  
Address: 23100 McAuliffe Drive  
Robertsdale, AL 36567  
Telephone: (251) 972-6806  
Fax:  
Email: Zach.hood@baldwincountyal.gov

**USGS Billing Point of Contact**

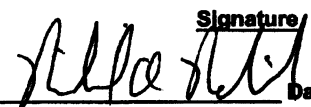
Name: Desvin Jones  
Administrative Specialist  
Address: 3535 South Sherwood Forest Blvd.  
Suite 120  
Baton Rouge, LA 70816  
Telephone: (225) 298-5481 Ext 3114  
Fax: (225) 298-5490  
Email: ddjones@usgs.gov

**Customer Billing Point of Contact**

Name: Zach Hood  
Address: 23100 McAuliffe Drive  
Robertsdale, AL 36567  
Telephone: (251) 972-6806  
Fax:  
Email: Zach.hood@baldwincountyal.gov

U.S. Geological Survey  
United States  
Department of Interior

Baldwin County Commission

for  <sup>Signature</sup>  
By \_\_\_\_\_ Date: 08/12/2019  
Name: W. Scott Gain  
Title: Director, LMG Water Science Center

Signatures  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Frank Burt, Jr.  
Title: Chairman

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

DD: SDW



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0971, **Version:** 1

**Item #:** BL1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

**Submitted by:** Allison M. Owens, Chief Administrative Assistant

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### ITEM TITLE

Application for Certificate of Exception from Garbage Pick-up

### STAFF RECOMMENDATION

Take the following action:

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:

Approve for a period not to exceed one (1) year commencing February 19, 2020:

John Sanders  
14730 Ridge Road  
Summerdale, Alabama 36580

### BACKGROUND INFORMATION

**Previous Commission action/date:** March 19, 2019

**Background:** Citizen, Mr. John Sanders of 14730 Ridge Road, Summerdale, Alabama, a resident of unincorporated Baldwin County, has requested approval to haul his own household solid waste from his residence to the Baldwin County Magnolia Sanitary Landfill located in Summerdale, Alabama.

Alabama Law (Section 22/27/1, et. seq., Code of Alabama 1975) allows citizens to be granted Certificate of Exceptions for households who meet certain requirements and who choose to transport their own household solid waste to an approved Solid Waste Facility.

### 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?**

No

**Reviewed/approved by:** N/A

**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:** 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



R# 59492  
643  
\$10.00

# 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.

2/19/2020

Date Received

Date Permit Issued

To Be Completed and Signed by the Applicant

PLEASE PRINT OR TYPE

Name of Applicant: JOHN SANDERS Phone No. 251-988-1440

Address: 14730 RIDGE RD  
SUMMERDALE, AL 36580-4270

Directions to Property: PRIVATE

No. Persons Living at Residence 2

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) MAGNOLA

☐ Solid Waste Transfer Station (enter name and location)

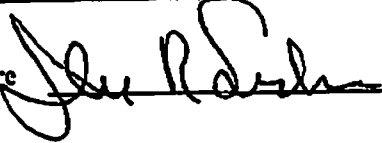
☐ Other (describe)

**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



Date

2-19-2020

**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

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**File #:** 20-0955, **Version:** 1

**Item #:** BL2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

**Submitted by:** Suzanne Doughty, Senior Accountant

---

### ITEM TITLE

Baldwin County Solid Waste Uncollectible Residential Accounts

### STAFF RECOMMENDATION

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$1,226.00.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

#### **Background:**

Date: 10/15/2019 - Commission approved to write off \$234.00 of uncollectible residential garbage accounts.

Date: 11/19/2019 - Commission approved to write off \$1,183.00 of uncollectible residential garbage accounts.

Date: 12/19/2019 - Commission approved to write off \$344.00 of uncollectible residential garbage accounts.

Date: 01/21/2020 - Commission approved to write off \$945.00 of uncollectible residential garbage accounts.

Date: 02/18/2020 - Commission approved to write off \$428.00 of uncollectible residential garbage accounts.

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

1. Notice of delinquency provided. Statement contains "Past Due" watermark.
2. If account is not brought current by the first week of the following billing month, a *Notice of Show Cause Hearing* is mailed immediately.

3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$1,226.00

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

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Solid Waste Collection Administration and Finance and Accounting Department

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

**Additional instructions/notes:** N/A



Baldwin County Solid Waste  
Residential Uncollectible Accounts  
March 2020

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Bowker, Justin	Robertsdale	AL	Unable to Locate	\$ 254.00	X	X	X
Comstock, Megan	Loxley	AL	Unable to Locate	\$ 80.00	X	X	
Crawford, Christian	Chalmette	LA	Out of State	\$ 98.00	X	X	
Davison, Leigh	Loxley	AL	Unable to Locate	\$ 290.00	X	X	X
Dix, Andrew	Daphne	AL	Unable to Locate	\$ 154.00	X	X	
Lord, Forrest	Elberta	AL	Deceased - DOD: 03/20/19	\$ 78.00	X	X	
Malden, James C. III	Bay Minette	AL	Unable to Locate	\$ 8.00	X	X	
Pulcine, Larry John	Seminole	AL	Unable to Locate	\$ 236.00	X	X	X
Waters, Sharon	Robertsdale	AL	Deceased - DOD: 11/27/19	\$ 28.00	X	X	X
				<u><u>\$ 1,226.00</u></u>			



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0965, **Version:** 1

**Item #:** BL3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

Susan Kilby, Customer Service Manager

**Submitted by:** Susan Kilby, Customer Service Manager

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### ITEM TITLE

Mandatory Garbage Fees - Low Income Exemption Applications Fiscal Year 2020

### STAFF RECOMMENDATION

Take the following actions related to the persons who have applied to be exempt from the Baldwin County mandatory garbage fees by the Baldwin County Low Income Exemption program:

4th Quarter Ending December 31, 2019

Approve 39 and Deny 7 Low Income Applicants

### BACKGROUND INFORMATION

**Previous Commission action/date:** 03/10/2020

**Background:** The Commissioners are provided with a confidential list of applicants that have applied to be exempt from the mandatory garbage fees by the Baldwin County Low Income Exemption program. Applicants have signed an application and provided documentation to establish that their annual gross income is less than or equal to 75% of the Federal Poverty Level (FPL). "Applications are renewed every 6 months." The dollar amount forgiven of \$3,744.00 is pursuant to the authorization contained in Code of Alabama 2009, Section 45-2-172, whereby the Baldwin County Commission is authorized by this section to grant an exemption from the county mandatory solid waste collection program fee for any household whose total income does not exceed 75 percent of the federal poverty level. (*Act 2000-336, p. 5343, §1.*)

3rd Quarter Ending September 30, 2019

Approve 48 and Deny 16 Low Income Applicants

2<sup>nd</sup> Quarter Ending June 30, 2019

Approve 33 and Deny 10 Low Income Applicants

1<sup>st</sup> Quarter Ending March 31, 2019

Approve 57 and Deny 11 Low Income Applicants

**FINANCIAL IMPACT**

Total cost of recommendation: \$3,744.00

Budget line item(s) to be used: 511.45411

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

**LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

**ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

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

**FOLLOW UP IMPLEMENTATION**

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

Individual(s) responsible for follow up: Susan Kilby, Customer Service Manager

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

Additional instructions/notes: N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0968, **Version:** 1

**Item #:** BM1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

**Submitted by:** Cian Harrison, Clerk/Treasurer

---

### **ITEM TITLE**

Annual Agreement with Department of Examiners of Public Accounts for the Audit of Federal Assistance Received by Baldwin County

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the Agreement with the Department of Examiners of Public Accounts for the annual audit of federal assistance received by the Baldwin County Commission during the period of October 1, 2018 to September 30, 2019, for the amount not to exceed \$15,480.00; and
- 2) Authorize an interim check in the amount of \$12,384.00 (80% of \$15,480.00); and
- 3) Authorize the Chairman and Clerk/Treasurer to sign the Fiscal Year 2019 Audit Management Representation Letter at completion of audit work.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 02/19/2019

**Background:** The Federal Government passed the Single Audit Act of 1984, as amended in 1996, to ensure non-federal organizations receiving federal grants use the funds in compliance with the federal government's requirements. The single audit has been done in conjunction with the County Commission's annual audit for the last several years. The Department of Examiners of Public Accounts completes the audit in accordance with the Government Auditing Standards issued by the Comptroller General of the United States, and the audit of federal awards in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as amended.

The Audit Management Representation Letter is a letter from the Baldwin County Commission to the State Examiners of Public Accounts stating written representations for the financial statements for the periods covered by the audit and is required to be signed at the completion of audit work.



The Signed Management Representation Letter will be provided by the Clerk/Treasurer to be recorded in the minutes at a later date.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$15,480.00

**Budget line item(s) to be used:** 51700.5164

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** Brad Hicks, County Attorney reviewed and approved 03/10/2020.

**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; Accounting/Finance Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Administration: Have Chairman sign the agreement.

Finance/Accounting Department: Mail the signed copy of the agreement along with a check in the amount of \$12,384.00.

**Additional instructions/notes:** Mailing Address is as follows:

PO Box 302251  
Montgomery, Alabama 36130-2251

Location:  
401 Adams Avenue, Suite 280  
Montgomery, AL 36104-4338



Rachel Laurie Riddle  
Chief Examiner

Clean Harris  
RC  
WD

Mailing Address:  
P.O. Box 302251  
Montgomery, AL 36130-2251  
Telephone (334) 242-9200  
Fax (334) 242-1775  
www.examiners.alabama.gov

RECEIVED  
FEB 18 2020

BY: *BP*.....

February 12, 2020

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

Dear Mr. Gruber:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Baldwin County Commission for an audit of the federal assistance received by your office.

Please sign the agreement and return signed copy to the County Audit Division of our Department.

Sincerely,

*Nikki Morrison*

Nikki Morrison, CPA  
Director County Audit Division

NM/hn

Enclosure

\* Agenda Item  
needed from  
Finance / Accounting to  
approve contract

**CONTRACT TO AUDIT FEDERAL AWARDS  
OF  
BALDWIN COUNTY COMMISSION**

This contract is entered into on the 12<sup>th</sup> day of February 2020, by and between the Department of Examiners of Public Accounts (EPA) and Baldwin County Commission, hereinafter referred to as the (BCC). The contracting parties hereby agree to the following:

**I. Purpose and Scope**

EPA shall conduct an audit of BCC, for the period beginning October 1, 2018 and ending September 30, 2019. EPA's audit will encompass a financial audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of federal awards in accordance with the provisions of the Single Audit Act and/or U.S. Office of Management and Budget's (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as amended.

EPA will furnish copies of audit reports to BCC. Upon request, EPA will also furnish copies of the audit report to federal grantor agencies.

EPA shall make all working papers and reports available upon request for review by any federal grantor agency consistent with State and Federal law. EPA shall also retain all working papers and reports for a minimum period of five years from the date the audit report becomes final, unless EPA is notified in writing to extend the retention period.

**II. Funding of Audit**

BCC agrees to reimburse EPA for its necessary and reasonable cost related to conducting the audit of federal awards, including personnel costs and travel expenses incurred at the rate authorized by Alabama law. The maximum cost of the audit shall not exceed fifteen thousand four hundred eighty dollars (\$15,480.00). However, in the event that EPA finds BCC has either failed to keep its records or expend its funds in accordance with federal guidelines or in the event there are changes in the preliminary Schedule of Expenditures of Federal Awards ("SEFA"), the maximum cost of the audit may be increased accordingly. If the cost of the audit will exceed the above-stated maximum, EPA will provide an estimate of the increased amount. BCC shall pay 80% percent of the audit costs upon full execution of the contract and 20% percent upon completion of field work as evidenced by invoices of the EPA.



### **III. General Provisions**

The parties to this Contract agree with, and shall adhere to, the following:

#### **A. Access to Records and Work Area**

The Chief Examiner of EPA, the Comptroller General of the United States (if Federal funds), or any other duly authorized representatives of EPA shall have the right of access to any financial and operating data, pertinent books, documents, papers, and records of BCC for the purpose of making audits, financial reviews, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to BCC's personnel for the purpose of interview and discussion related to the audit set forth in this Contract. This right of access is not limited to the required retention period, but shall last as long as the records are retained. The BCC also agrees to provide a working area for EPA personnel, which facilitates efficient fieldwork.

#### **B. Compliance with Federal, State, and Local Laws**

In addition to the provisions provided herein, the parties shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, et seq., Ala. Code 1975).

By signing this Contract, the parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, any party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.

In compliance with Act 2016-312, the parties hereby certify that they are not currently engaged in, and will not engage in, boycott of a person or an entity based in or doing business with a jurisdiction with which the state (Alabama) can enjoy open trade.

#### **C. Immunity and Dispute Resolution**

The parties to this Contract recognize and acknowledge that EPA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14 of the Alabama Constitution of 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Contract shall be deemed to be or construed to be a waiver by EPA of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

#### **D. Indemnity**

To the furthest extent permitted by law, BCC shall defend, indemnify, and hold harmless the EPA from any and all losses, consequential damages, expenses including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to the BCC's failure to fulfill its obligations under this Contract.

#### **E. Amendments**

This Contract may be modified, altered, or amended from time to time throughout the duration of this Contract only by a written agreement duly executed by the parties hereto or their duly authorized representative.

#### **F. Entirety**

This Contract contains the entire written Contract between the parties as to the matters contained herein. Any oral representations or oral modifications concerning this Contract shall be of no force or effect.

#### **G. Termination**

This contract may be cancelled by either party upon 30 days written notice provided that any costs shall be paid.

#### **H. Term of Contract**

This contract will begin on January 6, 2020 and end on January 6, 2021. EPA agrees to notify BCC in the event of any unforeseen delays affecting this schedule.

IN WITNESS THEROF, the parties have executed this Contract as of the date first written above.

STATE OF ALABAMA  
Department of Examiners  
of Public Accounts

Baldwin County Commission



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Rachel Laurie Riddle  
Chief Examiner

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Charles Gruber  
Chairman



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0959, **Version:** 1

**Item #:** BN1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Stacy Appleton, Design Tech III

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### **ITEM TITLE**

Corte Road and Austin Road Improvements - Intergovernmental Service Agreement between Baldwin County and the City of Daphne

### **STAFF RECOMMENDATION**

Take the following actions:

1) Rescind the action taken by the Baldwin County Commission, during its regularly scheduled meeting on June 6, 2017, more specifically, the staff recommendation regarding Agenda Item GA1, which approved as follows:

*“APPROVE AN INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE CITY OF DAPHNE FOR ROAD BED PREPARATION AND RIGHT-OF-WAY ACQUISITION ON PHASE I AND RIGHT-OF-WAY ACQUISITION ON PHASE II OF THE CORTE ROAD AND AUSTIN ROAD IMPROVEMENT PROJECT.”*

2) Approve and authorize the Chairman to execute an Intergovernmental Service Agreement with the City of Daphne which will rescind the previous agreement, approved during the June 6, 2017, Baldwin County Commission Regular Meeting, and establish new responsibilities for the proposed improvements to Corte Road and Austin Road.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:**

April 18, 2017, BCC Regular Meeting:

1) Approved for the Baldwin County Commission to provide grading and compacting assistance in the preparation of the Corte Road roadbed prior to paving, subject to cost estimates provided by the City of Daphne and approved by the County Commission. The County agrees to provide labor and equipment only for compacting and grading. The City of Daphne will provide all design work and materials and shall be responsible for any other costs or expenses; and 2) Approved for the Baldwin



County Commission to assist in R.O.W. acquisition for the City of Daphne associated with the initial two phases of the project by providing personnel to assist in the procurement of the needed R.O.W. the City will reimburse the County for all costs associated with the County managed R.O.W. project, but the County will agree to donate the Baldwin County employee personnel time and services as “in kind” services. The City will provide all required R.O.W. survey support; and 3) Denied the Baldwin County Commission's financial participation in the amount of two hundred thousand dollars (\$200,000). Total project cost for Phase I is estimated to be \$413,160 and \$488,950 for Phase II; and 4) To achieve the transfer of the maintenance obligations of Corte Road and the referenced portions of Austin Road, if deemed necessary by the County, approved for the Baldwin County Commission to deed to the City via quitclaim deed any County held R.O.W. within the identified road segments. Further, the County will agree to the City's annexation of the R.O.W. with the understanding that the City would be responsible for maintenance after annexation.

#### June 6, 2017, BCC Regular Meeting:

Approved an Intergovernmental Service Agreement between the Baldwin County Commission and the City of Daphne for road bed preparation and right-of-way acquisition on Phase I and right of-way acquisition on Phase II of the Corte Road and Austin Road improvement project. (the term of this agreement shall be for thirty-six (36) months from its effective date upon the date of full execution of both parties and may be terminated as set forth therein.)

During the September 19, 2017, BCC Regular Meeting, the Commission adopted its Fiscal Year 2018 Budget as follows which contained the appropriation of \$200,000.00 to the City of Daphne for the Corte Road and Austin Road Improvements:

As it relates to the Baldwin County Fiscal Year 2017-2018 budget, adopt Resolution #2017-129, which, pursuant to Amendment No. 750 and Amendment No. 772 to the Constitution Of Alabama 1901, and related to the promotion of local economic and industrial development, provides for respective determinations by the Baldwin County Commission that a variety of expenditures of public funds, as relates to a myriad of appropriations authorized by the Baldwin County Fiscal Year 2017-2018 budget, will respectively, serve valid and sufficient public purposes; and Adopted Resolution #2017-130 of the Baldwin County Commission which adopts the Baldwin County Fiscal Year 2017-2018 Budget.

#### August 7, 2018, BCC Regular Meeting:

The Commission did not approve an appropriation agreement to assist the City of Daphne with the Corte Road and Austin Road Improvements, said appropriation in the amount of \$200,000.00.

#### February 5, 2019, BCC Regular Meeting:

Adopted Resolution #2019-041 amending the Fiscal Year 2019 Budget (Resolution #2018-118 adopted September 18, 2018) to authorize the movement of \$200,000.00 from Highway Fund (Account 111.35000) to Corte Road - Road Materials (Account 0205217.5213) for the Corte Road and Austin Road Improvement Project.

**Background:**

Corte Road is a 1.04-mile-long County maintained dirt road located between County Road 13 and State Route 181. Corte Road is the last remaining dirt road west of State Route 181.

The City of Daphne determined that an additional east-west arterial connecting County Road 13 and State Highway 181 was needed in the Daphne area and requested the County's assistance. An Intergovernmental Service Agreement was approved in June 2017 that established responsibilities for the project. The Baldwin County Highway Department assisted the City of Daphne with in-kind services to obtain the right-of-way needed for the project.

The City of Daphne later decided to bid the project instead of using County forces to help with the construction.

This revised intergovernmental agreement will rescind the prior agreement and establish new responsibilities for the proposed improvements to Corte Road and Austin Road.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$200,000.00

**Budget line item(s) to be used:** 0205217.5213

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

\$200,000.00 was approved for road materials during the Fiscal Year 2018 budget for project # 0205217. In that year ROW acquisition costs of \$397,029.86 posted to project # 0205217. At Highway's request, the \$200,000.00 for road materials was carried over to Fiscal Year 2019 but no work was done. Currently, there is no budget for project # 0205217 posted to the system. An adjustment against fund balance will be done during the mid-year budget adjustment upon Commission approval of this agenda item.

**LEGAL IMPACT**

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

Yes

**Reviewed/approved by:** David Conner, Former 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: 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 staff have three original agreements executed by Chairman sending one original to City of Daphne, keeping one original agreement and forwarding one original to Joey Nunnally, County Engineer.

Contact:

Mayor Dane Haygood

City of Daphne

P.O. Box 400

Daphne, Alabama 36526

**Additional instructions/notes: N/A**

**INTERGOVERNMENTAL SERVICE AGREEMENT**  
**TO RESCIND PRIOR AGREEMENT AND ESTABLISH NEW**  
**RESPONSIBILITIES FOR THE PROPOSED IMPROVEMENTS**  
**TO CORTE ROAD AND AUSTIN ROAD**

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the City of Daphne, Alabama (hereinafter "City"), as follows:

**RECITALS**

**Whereas**, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

**Whereas**, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain, and improve (hereinafter collectively "control") certain public roads or rights-of-way inside their respective jurisdictions; and

**Whereas**, City has determined that an additional east-west arterial connecting County Road 13 and State Route 181 is needed; and

**Whereas**, City has planned an additional connector between County Road 13 and State Route 181 by making improvements to Corte Road to include design, right-of-way acquisition, grading, drainage, basing and paving of Corte Road from County Road 13 to State Route 181 (hereinafter "Phase I") and improvements to Austin Road to include design, right-of-way acquisition and construction of new roadway from the intersection of State Route 181 and Corte Road eastward to Austin Road (hereinafter "Phase II"); and

**Whereas**, County and City acknowledge and agree that County currently maintains the sections of Corte Road and Austin Road that lie within the project limits; and

**Whereas**, County and City entered into a prior Agreement (hereinafter "Prior Agreement") dated June 13, 2017, whereby the County and City agreed to the following:

- 1) County agreed to assist the City by providing labor and equipment for grading and compacting assistance in the preparation of the Corte Road roadbed prior to paving (Phase I) and assist the City with right-of-way acquisition by providing personnel to assist in the procurement of needed right-of-way and donating Baldwin County employee personnel time and services as "in kind" services (Phase I and Phase II);
- 2) City agreed to provide all design work and materials and be responsible for any other costs or expenses related to improvements on Phase I and Phase II and reimburse the County for all costs associated with the right-of-way acquisition (less donated County time and services) and provide all required right-of-way survey support for Phase I and Phase II; and

*DMH*



- 3) County agreed to transfer maintenance obligations of Phase I and Phase II via quitclaim deed and annexation by the City, and City agreed to take the steps necessary to facilitate such transfer; and

**Whereas**, unforeseen circumstances and changes to the project scope require the County and City rescind its Prior Agreement dated June 13, 2017; and

**Whereas**, County and City wish to enter into this new Agreement to provide for their joint cooperation for the Phase I and Phase II improvements described above; and

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Rescission of Prior Agreement:** The parties acknowledge and agree that the Prior Agreement dated June 13, 2017, is hereby rescinded in its entirety and replaced with the present Agreement.
3. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is for the County to assist the City with right-of-way acquisition and for the City to manage the design, public letting, and construction of Phase I and Phase II at the City's expense.
4. **County Remains Owner of Right-of-Way until Completion of the Project:** The County shall retain exclusive responsibility for and control over Corte Road and Austin Road until the Project is complete. The City will have exclusive responsibility for and control over Phase I and Phase II upon receipt of Quitclaim Deeds from the County following Completion of the Project.
5. **Maintenance:** Upon completion of the Project and receipt of Quitclaim Deeds, the City shall retain exclusive maintenance responsibilities for Phase I and Phase II.
6. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
7. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder and shall not be responsible for financing, or in any other manner contributing to, the actual costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
8. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").

9. **Term:** The term of this Agreement shall be for twenty-four (24) months from its effective date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
10. **Reimbursements:** The City will reimburse the County for costs set forth herein within thirty (30) days from invoice date.
11. **Services to be Performed by County (Phase I and Phase II):**
- A. Donate Baldwin County employee time and services as “in kind” services to acquire all right-of-way necessary to complete the project. (This item has been completed between the date of the original agreement and the new agreement)
  - B. Send invoices to the City for all actual right-of-way acquisition costs (excluding in-kind services). (This item has been completed between the date of the original agreement and the new agreement. All invoices have been submitted and full payment has been received.)
  - C. Prepare and execute a Quitclaim Deed to the City conveying all rights, title and interest to any right-of-way owned on Phase I or Phase II following completion of the project.
  - D. Provide payment to the City in the amount of two-hundred thousand dollars \$200,000 to be used for the Project.
  - E. Any tasks necessary for the completion of Phase I and Phase II not specifically delineated in Paragraphs 11(A)-(C) as a responsibility of County shall be the responsibility of City.
12. **Services to be Performed by City (Phase I and Phase II):**
- A. Pay all outstanding invoices to reimburse the County for all actual costs associated with right-of-way acquisition (less donated County time and services), as a prior condition to the County’s performance of any of the services listed in paragraph 11(A)-(C). (This item has been completed between the date of the original agreement and the new agreement. All invoices have been submitted and full payment has been received.)
  - B. Provide to County, at City’s own expense, an engineered plan set for Phase I and Phase II that includes the following:
    - a. Title Sheet
    - b. General and Project Notes

- c. Typical Section for twenty-two foot roadway with 220 LB/SY wearing surface and eight-inch sand/clay base
- d. Project Details
- e. Geometric Layout (including location of temporary elevation benchmarks)
- f. Plan Profile (including overlay with future SR 181 intersection)
- g. Temporary Traffic Control Plan
- h. Cross Sections
- i. Utility Sheets (existing and proposed)
- j. Summary of Quantities
- k. Erosion and Sediment Control Plan
- l. Bid additive for Corte Road West 1700'
- m. Bid additive for additional Bellaton Entrance features
- n. Any other sheets deemed necessary to successful letting, award, and construction of Phase I and Phase II.

(This item has been completed between the date of the original agreement and the new agreement)

- C. Provide to County for review and approval, at City's own expense, an itemized Project Cost Estimate for Phase I and Phase II construction, prepared by the Engineer of Record, that includes the following:

- a. Construction cost estimate by pay item (including mobilization, engineering controls, and traffic control)
- b. County Utility Relocation cost estimate
- c. Materials and Testing cost estimate
- d. CE&I cost estimate
- e. Bid additive for Corte Road West 1700' cost estimate
- f. Bid additive for Bellaton Entrance Features cost estimate

(This item has been completed between the date of the original agreement and the new agreement)

- D. Hold a pre-bid meeting, pre-construction meeting, and ensure the City's Engineer of Record is available at any other times necessary to answer questions about the proposed design, at the City's expense. (This item has been completed between the date of the original agreement and the new agreement)
- E. Provide written correspondence from all utility companies within the Phase I and Phase II scopes of work stating that the company has reviewed and concurs the utility plans for the project. In the case that the project is designed such that the new roadbed will be constructed over existing utilities, the City shall provide written confirmation that this is the intended design. Any utility costs associated with the project shall be at the City's expense. (This item has been completed between the date of the original agreement and the new agreement)







Agreement, excluding those which arise from an alleged injury to a County employee. This indemnification provision shall survive the expiration or termination of this Agreement.

City accepts the improvement, work, property, product, funds and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of, the improvements, work, property, product, funds and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product, funds and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any such defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons (other than County employees) or damage to the personal property by reason of the condition of the improvements, work, property, product, funds and services of the County or otherwise.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for, or argued as a defense by, the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City related to any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

15. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
16. **Both Parties Contributed Equally to the Agreement:** 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, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.
17. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
18. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.

19. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the date of full execution below.

**COUNTY:**  
BALDWIN COUNTY

**ATTEST:**

BY: \_\_\_\_\_ /  
Billie Jo Underwood /Date  
Chairman

\_\_\_\_\_/   
Wayne Dyess / Date  
County Administrator

**CITY:**  
THE CITY OF DAPHNE

**ATTEST:**

BY:  /2/12/2020  
DANE HAYGOOD /Date  
Mayor

 2/12/2020  
CANDACE G. ANTINARELLA /Date  
City Clerk

State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billie Jo Underwood, as Chairman of the Baldwin County Commission, and Wayne 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 the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

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

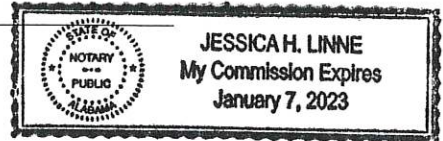
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Dane Haygood, whose name as Mayor of the City of Daphne, and Candace G. Antinarella, whose name as City Clerk of the City of Daphne, 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 Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Daphne.

Given under my hand and official seal, this the 12<sup>th</sup> day of February, ~~2019~~ 2020.

Jessica H. Linne  
Notary Public  
My Commission Expires: \_\_\_\_\_







CORTE ROAD - PHASE I  
1.025 MILES OF DIRT ROAD PAVING

CORTE ROAD - PHASE II  
0.3 MILES OF NEW ROAD  
CONSTRUCTION

CONCEPTUAL  
CORTE ROAD IMPROVEMENTS  
PHASE I & II  
Scale: 1" = 500'



**OFFICE OF THE MAYOR**  
**MAYOR DANE HAYGOOD**

March 15, 2017

Baldwin County Commission  
Honorable Chris Elliot, Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

**Re: City of Daphne – Corte and Austin Road Improvements**

Dear Commissioner Elliot:

The City of Daphne (the "City") has experienced significant growth in recent years on the eastern side of Daphne. With the continued growth, we are projecting significant future growth along the State Route 181 corridor ("Highway 181"). The City has taken an active role in transportation planning and improvements along this corridor and has identified a need for an additional east-west arterial connecting County Road 13 ("CR13") and Highway 181 with the ultimate objective to connect to all the way to U.S. Highway 98 ("Hwy 98"). We believe this can be achieved using the existing Corte Road Right-of-Way ("R.O.W.") to connect CR13 to Highway 181 and further east by connecting to Austin Road. Further, the long-term goal of a connection to Hwy 98 could be achieved by extending Corte Road west to the existing eastern boundary of Johnson Road.

Working with multiple stakeholders we have determined that this project is most feasible starting on the east end and working by project phases back to the west. This will better facilitate the City's improvements into the States upcoming Highway 181 improvements. The first two Phases identified are:

Phase I: Design, grading, drainage, basing and paving of Corte Road between CR13 and SR181

Phase II: Design, R.O.W. Acquisition, and construction of new roadway from the intersection of Highway 181 and Corte Road east to Austin Road (the "Corte Road Extension").

Action on both of these phases is needed immediately to be incorporated into ALDOT's Highway 181 Widening Project to four lane Highway 181 to CR-104. The City envisions Phase II advancing in parallel with Phase I.



As you are aware, Corte Road is a unpaved road that the County has obligation to maintain. The City would agree to accept the maintenance obligation of the Corte Road R.O.W. upon completion of Phase I of the project. This would relieve the County of the current routine maintenance activities as well as the long-term maintenance and liabilities associated with this Right of Way. Similarly the City would also be willing to accept the R.O.W. for the Corte Road Extension upon completion of Phase II of the project.

In order to help achieve would like to requests the Baldwin County Commission (the "County") for project support in the following ways:

1. County support in the preparation of the Corte Road roadbed prior to paving. We understand that this is part of the normal maintenance operation of Corte Road, but coordination of a stable base ready to receive paving will be critical for the paving to be accomplished in a cost-effective manner for the City. The City is prepared to provide materials but needs assistance in the grading and compacting of road base.
2. The County providing the necessary R.O.W. Acquisition for the City of Daphne associated with the initial two phases of the project. The City would reimburse the County for all hard costs associated with the County Managed R.O.W. Project but would request that the County donate soft costs as "in kind" services. The City will provide all required R.O.W. survey support.
3. Financial participation by the County in the amount of Two Hundred Thousand Dollars (\$200,000.00). Total project cost for Phase I is estimated to be \$413,160 for and \$488,950 for Phase II.
4. To achieve the transfer of the maintenance obligation of Corte Road and the referenced portions of Austin Road, the County would need to deed to the City via quitclaim deed any County held R.O.W. the identified road segments. Further, the County acquiescing to the City's annexation of the deeded R.O.W. with the understanding that the City would be responsible for maintenance after annexation.

To fulfill the long-term vision we would hope to work toward completing the final phase of the project which is described below:

Phase III: Design, R.O.W. Acquisition, and construction of new roadway from the intersection of Corte Road and CR13 and west to Johnson Road (the "Johnson Road Extension").

Given the estimated cost of Phase III, the City would have to rely on grants or Eastern Shore Metropolitan Planning Organization ("ESMPO") assistance for completion.

We appreciate your consideration and know that our request for financial consideration will be burdensome. We would request that you consider the merits of an east-west corridor along the Eastern Shore. As a reminder, the net ad-valorem tax assessments for the City of Daphne was \$346.85M for tax year 2016. This results in City of Daphne being generating approximately \$867k in revenue for the 2.5 mill Road and Bridge fund for the County.



Dane Haygood, Mayor



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

MEMBERS  
DISTRICT 1. FRANK BURT, JR.  
2. CHRIS ELLIOTT  
3. J. TUCKER DORSEY  
4. CHARLES F. GRUBER

June 6, 2017

The Honorable Dane Haygood  
Mayor  
City of Daphne  
Post Office Box 400  
Daphne, Alabama 36526

**RE: Corte Road and Austin Road Improvements - Intergovernmental Service Agreement between Baldwin County and the City of Daphne**

Dear Mayor Haygood:

The Baldwin County Commission, during its regularly scheduled meeting held on June 6, 2017, approved an *Intergovernmental Service Agreement* between the Baldwin County Commission and the City of Daphne for roadbed preparation and right-of-way acquisition on Phase I and right-of-way acquisition on Phase II of the Corte Road and Austin Road improvement project. The term of this *Agreement* shall be for thirty-six (36) months from its effective date upon the date of full execution of both parties and may be terminated as set forth therein.

Please find enclosed a **fully executed copy** of the *Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4606 or Joey Nunnally, Acting and Interim County Engineer, at (251) 937-0371.

Sincerely,

T. CHRISTOPHER ELLIOTT, Chairman  
Baldwin County Commission

TCE/met Item GA1

cc: Joey Nunnally  
Lisa Sangster

ENCLOSURE



## **INTERGOVERNMENTAL SERVICE AGREEMENT**

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the City of Daphne, Alabama (hereinafter "City"), as follows:

### **RECITALS**

**Whereas**, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

**Whereas**, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain, and improve (hereinafter collectively "control") certain public roads or rights-of-way inside their respective jurisdictions; and

**Whereas**, City has determined that an additional east-west arterial connecting County Road 13 and State Highway 181 is needed; and

**Whereas**, City has planned an additional connector between County Road 13 and State 181 by making improvements to Corte Road to include design, right-of-way acquisition, grading, drainage, basing and paving of Corte Road from County Road 13 to State Highway 181 (hereinafter "Phase I") and improvements to Austin Road to include design, right-of-way acquisition and construction of new roadway from the intersection of State Highway 181 and Corte Road eastward to Austin Road (hereinafter "Phase II"); and

**Whereas**, County and City acknowledge and agree that County maintains the sections of Corte Road and Austin Road that lie within the project limits; and

**Whereas**, County agrees to assist the City by providing labor and equipment for grading and compacting assistance in the preparation of the Corte Road roadbed prior to paving (Phase I) and assist the City with Right-of-Way acquisition by providing personnel to assist in the procurement of needed right-of-way and donating Baldwin County employee personnel time and services as "in kind" services (Phase I and Phase II); and

**Whereas**, City agrees to provide all design work and materials and shall be responsible for any other costs or expenses related to improvements on Phase I and Phase II and reimburse the County for all costs associated with the right-of-way acquisition (less donated County time and services) and provide all required right-of-way survey support for Phase I and Phase II; and

**Whereas**, County agrees to transfer maintenance obligations of Phase I and Phase II via quitclaim deed and annexation by the City; and

Whereas, County and City now wish to enter into this Agreement to provide for their joint cooperation for roadbed preparation and right-of-way acquisition on Phase I and right-of-way acquisition on Phase II.

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is for County to assist the City by providing roadbed preparation and right-of-way acquisition on Phase I and right-of-way acquisition on Phase II.
3. **County Remains Owner of Right-of-Way until Completion of Right-of-Way Acquisition:** The County shall retain exclusive responsibility for and control over Corte Road and Austin Road until right-of-way acquisition is complete. The City will have exclusive responsibility for and control over Phase I and Phase II upon receipt of Quitclaim Deeds from the County.
4. **Maintenance:** The City, at all times including during the effective term of this Agreement and at all times thereafter, shall retain exclusive maintenance responsibilities for Phase I and Phase II upon completion of right-of-way acquisition and receipt of Quitclaim Deeds.
5. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder and shall not be responsible for financing, or in any other manner contributing to, the actual costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
8. **Term:** The term of this Agreement shall be for thirty-six (36) months from its effective date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
9. **Reimbursements:** The City will reimburse the County for costs associated with right-of-way acquisition (less donated County time and services) upon receipt of an invoice from the County.

**10. Services to be Performed by County (Phase I and Phase II):**

**Phase I**

- A. Acquire all right-of-way necessary to complete the project.
- B. Donate Baldwin County employee time and services as “in kind” services.
- C. Send invoices to the City for all actual right-of-way acquisition costs (excluding in-kind services).
- D. Provide labor and equipment for grading and compacting assistance in the preparation of the Phase I roadbed prior to paving, subject to cost estimates provided by the City and approved by the County.
- E. Prepare and execute a Quitclaim Deed to the City conveying all rights, title and interest to any right-of-way owned on Corte Road.

**Phase II**

- A. Acquire all right-of-way necessary to complete the project.
- B. Donate Baldwin County employee time and services as “in kind” services.
- C. Send invoices to the City for all actual right-of-way acquisition costs (excluding in-kind services).
- D. Prepare and execute a Quitclaim Deed to the City conveying all rights, title and interest to any right-of-way owned within the project limits of Phase II.
- E. Prepare, execute and deliver a Quitclaim Deed to the City conveying all rights, title and interest to any right-of-way owned on the existing Austin Road from State Highway 181 to the project limits of Phase II.

**11. Services to be Performed by City (Phase I and Phase II):**

**Phase I**

- A. Provide all required survey data and mapping as needed for right-of-way acquisition.
- B. Reimburse the County for all actual costs associated with right-of-way acquisition (less donated County time and services) upon receipt of invoices (monthly, if necessary) from the County.

- C. Ensure that proper materials are provided (including roadway borrow pit base material). The County shall not be responsible for any issues arising from unsuitable materials.
- D. Prepare, load and truck borrow material to project site.
- E. Provide any and all material testing and all construction engineering and inspection (CE&I)
- F. Handle coordination and any costs associated with utility relocations.
- G. Acquisition, monitoring and reporting for all required permits (including ADEM) and any associated costs.
- H. Provide all design work, materials and any other costs or expenses.
- I. Responsible for maintenance of Phase I after receipt of Quitclaim Deed from the County.
- J. The City will take all necessary action to take over maintenance of the subject rights-of-way and the project, including, but not limited to, the passage of resolutions accepting maintenance and annexation of the rights-of-way.

## **Phase II**

- A. Provide all required survey data and mapping as needed for right-of-way acquisition.
- B. Reimburse the County for all actual costs associated with right-of-way acquisition (less donated County time and services) upon receipt of invoices (monthly, if necessary) from the County.
- C. Responsible for all aspects of design and construction including utility relocations, any testing (including testing for design) and all construction engineering and inspection (CE&I).
- D. Acquisition, monitoring and reporting for all required permits (including ADEM) and any associated costs.
- E. Responsible for maintenance of the Phase II after receipt of Quitclaim Deed from the County.
- F. Responsible for maintenance of the existing Austin Road from State Highway 181 to the project limits of Phase II after receipt of Quitclaim Deed from the County.



G. The City will take all necessary action to take over the maintenance of the subject rights-of-way and the project, including, but not limited to, the passage of resolutions accepting maintenance and annexation of the rights-of-way.

\*Any tasks necessary for the completion of Phase I and Phase II not specifically delineated in Section 10 as a responsibility of County shall be the responsibility of City.

12. **Termination and Notice:** Notwithstanding the foregoing, the County may terminate this Agreement, with reasonable cause, upon written notice to the City. The County's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the City. In the event of termination by the County, the City shall be responsible for all actual costs incurred by the County (less donated County time and services) through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City: City of Daphne  
P.O. Box 400  
Daphne, Alabama 36526

To County: Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

13. **Indemnity:** To the fullest extent allowed by law, City shall indemnify, defend and hold the County and its Commissioners, departments, department heads, affiliates, employees, agents, and representatives (collectively referred to in this section as "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon the County, as a result of or in any manner related to the work or services performed by the County and City pursuant to this Agreement or in any way related to the work or services performed by the County or City pursuant to this Agreement, excluding those which arise from an alleged injury to a County employee. This indemnification provision shall survive the expiration or termination of this Agreement.

City accepts the improvement, work, property, product, funds and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of, the improvements, work, property, product, funds and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product, funds and services of the County or City. City agrees that the

County shall not be liable for any injury, loss or damage on account of any such defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons (other than County employees) or damage to the personal property by reason of the condition of the improvements, work, property, product, funds and services of the County or otherwise.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for, or argued as a defense by, the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City related to any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

14. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
15. **Both Parties Contributed Equally to the Agreement.** 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, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.
16. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
17. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.
18. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the date of full execution below.

**COUNTY:**  
BALDWIN COUNTY

**ATTEST:**

BY: T. Christopher Elliott / 6/13/17 / Ronald J. Cink / 6/13/17  
T. CHRISTOPHER ELLIOTT /Date RONALD J. CINK /Date  
Chairman County Administrator

**CITY:**  
THE CITY OF DAPHNE

**ATTEST:**

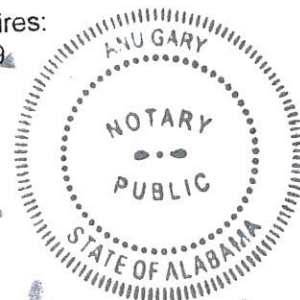
BY: Dane Haygood / 6/10/17 / Rebecca A. Hayes / 6/10/17  
DANE HAYGOOD /Date REBECCA A. HAYES /Date  
Mayor City Clerk

State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. Christopher Elliott, as Chairman of the Baldwin County Commission, and Ron Cink, 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 the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the 13th day of June, 2017.

[Signature]  
Notary Public  
My Commission Expires: October 12, 2019



State of Alabama )  
County of Baldwin )

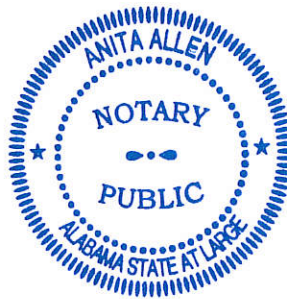
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Dane Haygood, whose name as Mayor of the City of Daphne, and Rebecca A. Hayes, whose name as City Clerk of the City of Daphne, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Daphne.

Given under my hand and official seal, this the 5<sup>th</sup> day of June, 2017.

Anita Allen

Notary Public

My Commission Expires: 9-20-20







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0962, **Version:** 1

**Item #:** BN2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

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### **ITEM TITLE**

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0210619 - Flowers Road from U.S. Highway 90 to Board of Education Property

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Accept 0.427 acres on Flowers Road (Tract 1) as a right-of-way donated to Baldwin County by Michael Alan Rhodes and Carol Dawn Rhodes on March 22, 2019 (Instrument No. 1749586 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 March 22, 2019, the Baldwin County Highway Department accepted a right-of-way donation on Flowers Road from Michael Alan Rhodes and Carol Dawn Rhodes.

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 Michael and Carol Rhodes and send copy to Debra Morris.

Contact:  
Michael and Carol Rhodes  
21591 U.S. Highway 90  
Robertsdale, Alabama 36567

**Additional instructions/notes:** N/A

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

DM  
O.K.

STATE OF ALABAMA )

COUNTY OF BALDWIN )

Project No. 0210619

Safety Improvements on Flowers Rd  
from U.S. Hwy 90 to BOE Property

05-41-08-34-0-000-010.000

Tract No. 1

**FEE SIMPLE  
WARRANTY DEED**

BALDWIN COUNTY, ALABAMA  
HARRY D'OLIVE, JR. PROBATE JUDGE  
Filed/cert. 3/22/2019 2:38 PM  
TOTAL \$ 0.00  
4 Pages

1749586



**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, we, the undersigned Grantors, Michael Alan Rhodes and Carol Dawn Rhodes, husband and wife, have this day bargained and sold, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

**A part of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 34, Township 5 South, Range 4 East identified as Tract Number 1 on Safety Improvements on Flowers Rd from U.S. Hwy 90 to BOE Property Project No. 0210619 in Baldwin County, Alabama and being more fully described as follows:**

**Parcel 1 of 1:**

Commencing at a capped rebar found at the northwest corner of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 34, Township 5 South, Range 4 East, in Baldwin County, Alabama, (the grantor's northwest property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence run N 89° 53' 52" E along the grantor's north property line a distance of 43.8 feet to a point on the acquired R/W line;

Thence run S 0° 20' 16" E along the acquired R/W line a distance of 636.3 feet to a point on the existing north R/W line of U. S. Highway 90;

Thence run S 89° 45' 16" W along the existing R/W line a distance of 40.4 feet to the grantor's southwest property corner;

Thence run N 0° 38' 8" W along the grantor's west property line a distance of 636.45 feet to the Point of Beginning of the property herein conveyed and containing 0.615 acres, more or less.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT  
P.O. BOX 220  
SILVERHILL, ALABAMA 36576

35827



(\*0.188 acres of the acquired right-of-way is prescriptive and owned by the Grantee and 0.427 acres is being acquired from Grantor).

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

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

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

**THE GRANTOR HEREIN FURTHER COVENANTS AND AGREES**, that the purchase price above-stated is in full compensation to them for this conveyance.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seal this the 22nd day of March, 2019.

Jr  
Witness

Witness

Michael Alan Rhodes  
Michael Alan Rhodes  
Carol Dawn Rhodes  
Carol Dawn Rhodes

#### ACKNOWLEDGMENT

STATE OF Alabama )

COUNTY OF Baldwin )

I, Tracey L Comstock, a Notary Public, in and for said County in said State, hereby certify that Michael Alan Rhodes and Carol Dawn Rhodes, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

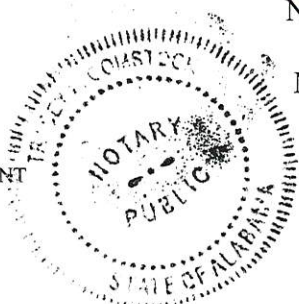
Given under my hand and official seal this 22nd day of March, 2019.

Tracey L Comstock  
Notary Public

My Commission Expires: November 3, 2020

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**

**Flowers Road Safety Improvements  
from U. S. Hwy 90 to BOE Property  
PROJECT NO. 0210619  
BALDWIN COUNTY  
TRACT 1**

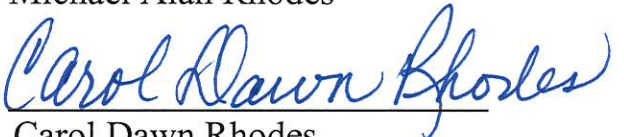
I the undersigned property owner do hereby acknowledge that I have been made aware of my rights to an appraisal and just compensation and in further consideration of the benefits accrued to my property from the above-referenced project, I do hereby waive my rights to said appraisal and just compensation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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 22<sup>nd</sup> day of march, 2019.

\_\_\_\_\_  
Witness

  
Michael Alan Rhodes

\_\_\_\_\_  
Witness

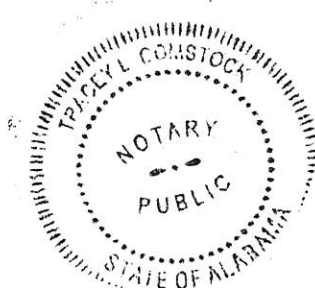
  
Carol Dawn Rhodes

**ACKNOWLEDGMENT**

STATE OF ALABAMA    )  
COUNTY OF BALDWIN )

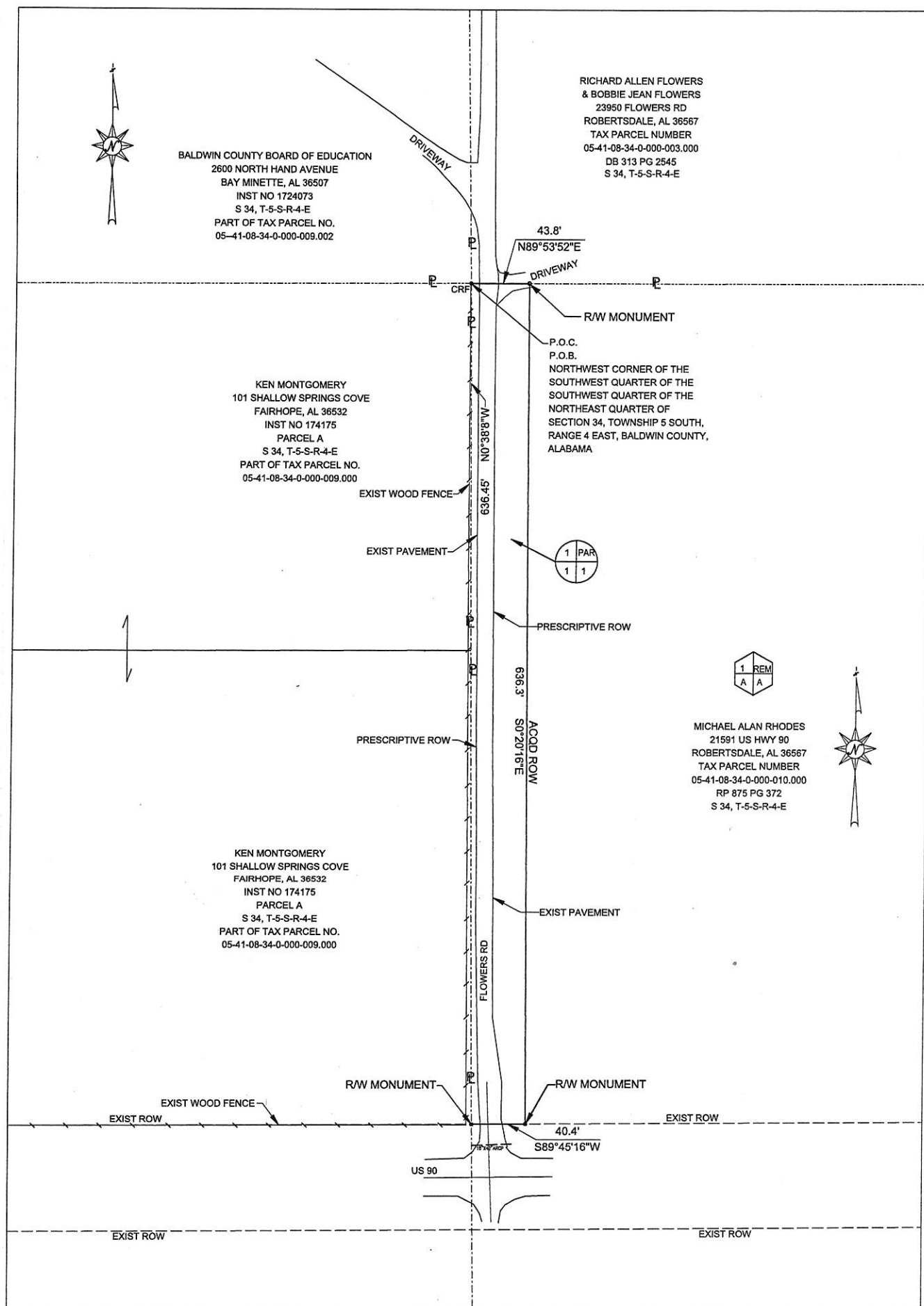
I, Tracey L Comstock, a Notary Public, in and for said County in said State, hereby certify that Michael Alan Rhodes and Carol Dawn Rhodes whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22<sup>nd</sup> day of march 2019.



  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
November 3, 2020



THIS IS NOT A  
BOUNDARY SURVEY

## COUNTY OF BALDWIN

TRACT NO. 1  
OWNER MICHAEL ALAN RHODES  
TOTAL ACREAGE 13.885  
R.O.W. REQUIRED 0.427  
PRESCRIPTIVE R.O.W. 0.188  
T.C.E. REQUIRED N/A  
REMAINDER 13.270

PROJECT NO. 0210619  
COUNTY BALDWIN  
SCALE: 1"=100'  
DATE; 3/13/19  
REVISED: N/A  
SHEET : 1 OF 1

## 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](http://www.irs.gov/form8283).**

OMB No. 1545-0908

Attachment  
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

[Michael Alan Rhodes & Carol Dawn Rhodes](#)

**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"/> [Grid for VIN]	
B		<input type="checkbox"/> [Grid for VIN]	
C		<input type="checkbox"/> [Grid for VIN]	
D		<input type="checkbox"/> [Grid for VIN]	
E		<input type="checkbox"/> [Grid for VIN]	

**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 |
|--|-----|----|
| <b>3a</b> Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? . . . . .   |     |    |
| <b>b</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? . . . . . |     |    |
| <b>c</b> Is there a restriction limiting the donated property for a particular use? . . . . .  |     |    |

Name(s) shown on your income tax return

Identifying number

Michael Alan Rhodes &amp; Carol Dawn Rhodes

**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.

<b>5</b>	(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
<b>A</b>	0.427 acres for County Road ROW	Very Good	
<b>B</b>			
<b>C</b>			
<b>D</b>			

	(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
<b>A</b>						
<b>B</b>						
<b>C</b>						
<b>D</b>						

**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 ► March 22, 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

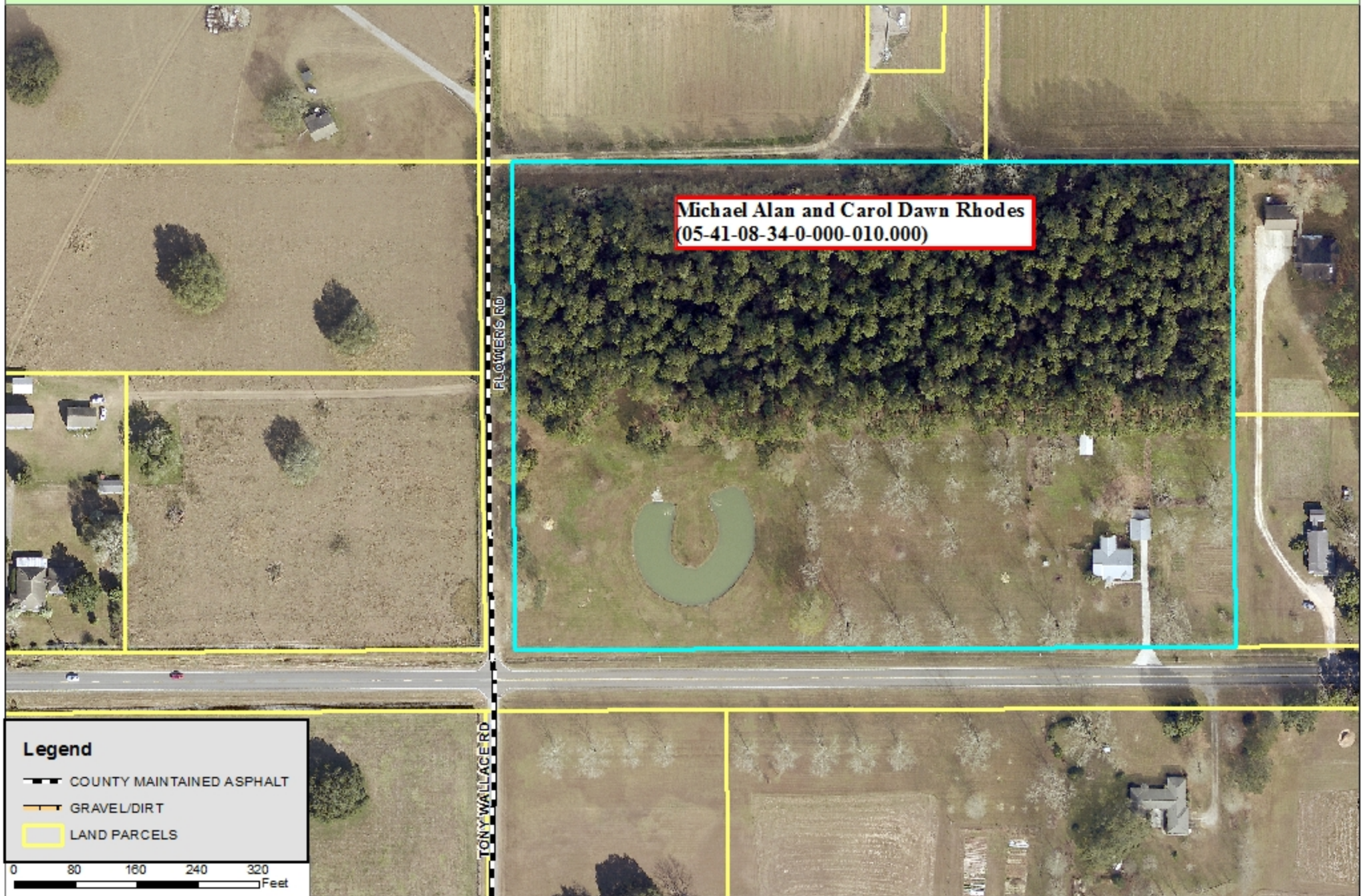
Date

Chairman



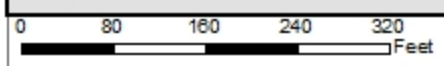


# FLOWERS ROAD (Tract 1)



**Michael Alan and Carol Dawn Rhodes**  
**(05-41-08-34-0-000-010.000)**

- Legend**
- COUNTY MAINTAINED ASPHALT
  - GRAVEL/DIRT
  - LAND PARCELS







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0957, **Version:** 1

**Item #:** BN3

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** John Sedlack, Design Tech III

---

### **ITEM TITLE**

Linholm Road Bridge Replacement - Permission to Advertise

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the Purchasing Manager to place a competitive bid for the Linholm Road Bridge Replacement Project; and
- 2) Approve the Chairman to execute any project related documents.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

#### **Background:**

The Linholm Road bridge is in need of replacement due to poor condition.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$1,000,000.00 approved in Fiscal Year 2020 Budget

**Budget line item(s) to be used:** 0208719.5150

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

### **LEGAL IMPACT**

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

**Reviewed/approved by: N/A**

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

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

**FOLLOW UP IMPLEMENTATION**

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

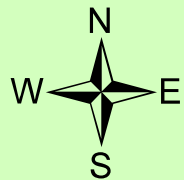
**Individual(s) responsible for follow up:**

Highway Department Pre-Construction staff will submit advertisement to Wanda Gautney, Purchasing Manager, to place a competitive bid once plans and contracts are complete.

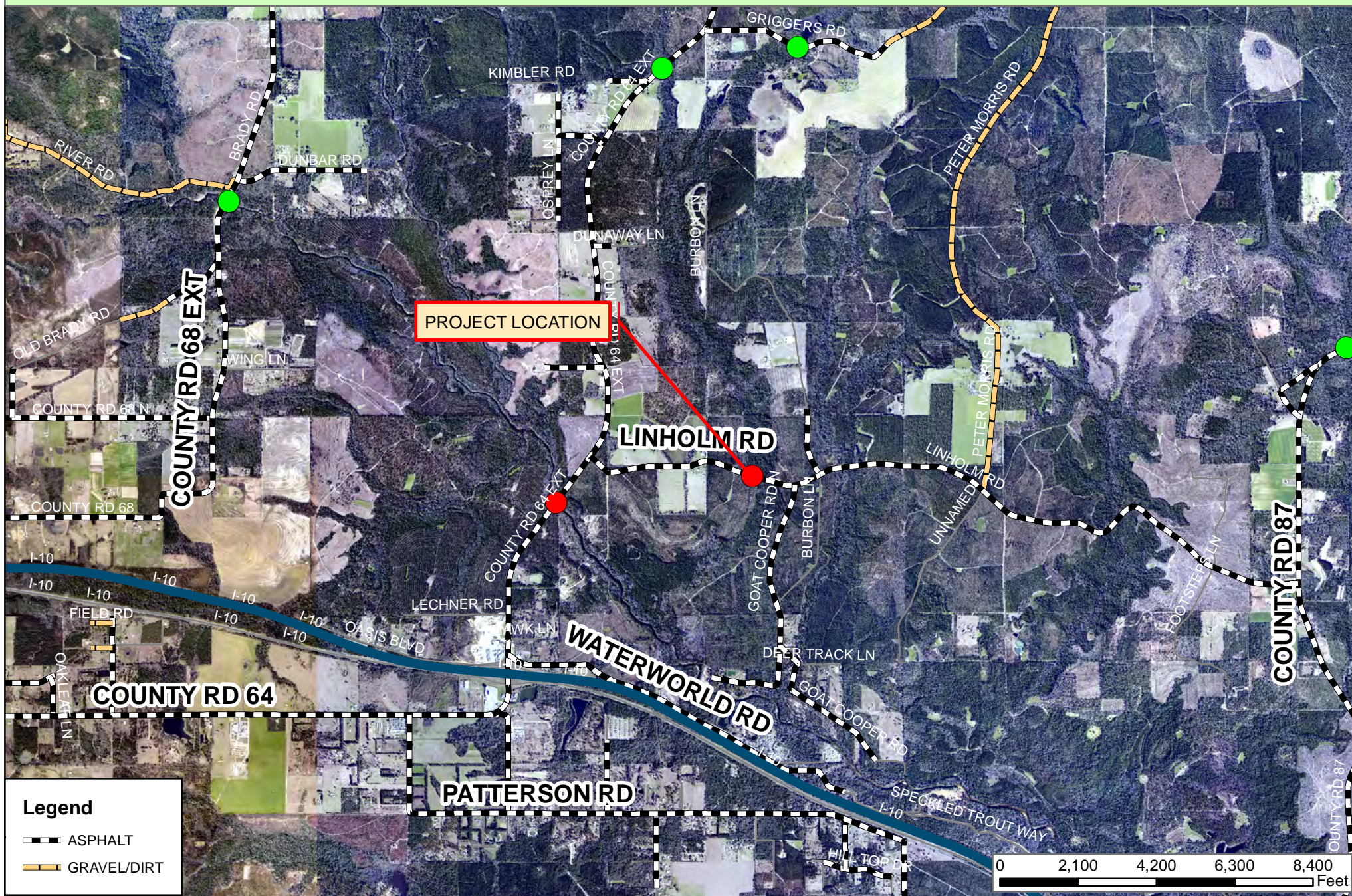
**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes: N/A**





# LINHOLM ROAD BRIDGE REPLACEMENT







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0953, **Version:** 1

**Item #:** BN4

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Zachary Bodle, Design Tech I

---

### **ITEM TITLE**

Resolution #2020-070 - Highway Safety Improvements Program (HSIP) Traffic Control Device Project - County Road 112 from U.S. Highway 31 to Alabama/Florida State Line

### **STAFF RECOMMENDATION**

Adopt Resolution #2020-070 and submit a letter of intent to apply for Federal Funds for the installation of traffic control devices on County Road 112 from U.S. Highway 31 to the Alabama/Florida State Line.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Alabama Department of Transportation has placed a "Call for Applications" for the Highway Safety Improvements Program (HSIP). The Highway Department has selected the Installation of Traffic Control Devices on County Road 112 Project to submit for funding.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$40,000.00 (estimated)

**Budget line item(s) to be used:** 111.35000 Highway Fund - Fund Balance

**If this is not a budgeted expenditure, does the recommendation create a need for funding?** If the project is awarded a budget amendment will be needed to transfer required matching funds.

### **LEGAL IMPACT**

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

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:**

Administration Staff have resolution and letter of intent signed by Chairman and send to Highway Department (Zachary Bodle) for submittal to the Alabama Department of Transportation.

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

**Additional instructions/notes:**

N/A

Resolution No. 2020-070

County of BALDWIN

STATE OF ALABAMA

Project No. TBD

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:

Highway Safety Improvement Program (HSIP) Project: Installation of Traffic Control Devices on CR-112 from US-31 to AL/FL Line.

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed between the County and the State covering the construction of the project.

Done at the Regular session of the Commission of Baldwin County, this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

BALDWIN COUNTY COMMISSION  
Governing Body

\_\_\_\_\_  
Billie Jo Underwood, Chairman

\_\_\_\_\_  
Wayne Dyess, County Administrator

March 17, 2020

Mr. Thomas W. Goodman, Jr., P.E.  
County Transportation Engineer  
Alabama Department of Transportation  
Southwest Region  
1701 W I-65 Service Rd N  
Mobile, AL 36618

Re: Project No. TBD  
County Project No. TBD  
HSIP Application Letter of Intent  
Traffic Control Devices CR 112 from US-31 to AL/FL Line  
Baldwin County

Dear Sir:

This is to advise you of the Baldwin County Commission's intent to apply for Federal funds for Traffic Control Devices on the above referenced project.

It is respectfully requested that the Alabama Department of Transportation notify the proper reviewing agencies to this effect.

Sincerely,

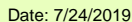
Billie Jo Underwood, Chairman  
Baldwin County Commission

BJU/jn

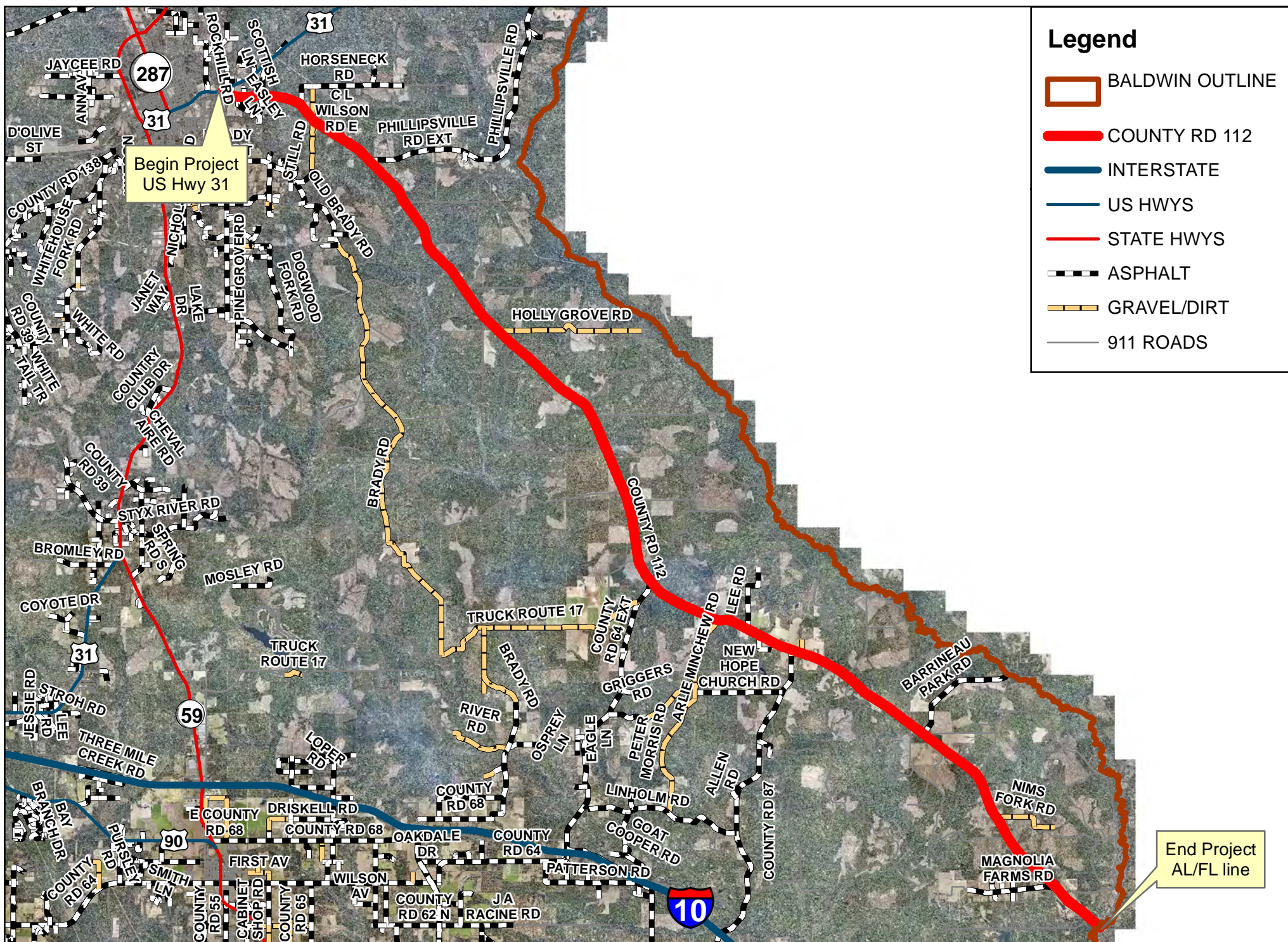
cc: Joey Nunnally  
File

ENCLOSURE(S)





**COUNTY RD 112 FROM US HWY 31 TO AL/FL STATE LINE = 31 MILES**







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0951, **Version:** 1

**Item #:** BQ1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Eddie Harper, Building Official

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Building Inspections - Personnel Changes

### **STAFF RECOMMENDATION**

Take the following actions:

1) Approve the employment of Murray Authement to fill the Chief Building Inspector position (PID #5539) grade EC-07 (\$57,465.00 annually); and

2) Approve the employment of Mindy Smith to fill the Permit Administrator position (PID #5538) grade EC-06 (\$47,888.00 annually).

These actions will be effective no sooner than March 23, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** These positions were newly created during the February 18, 2020, Regular Meeting. The Building Official respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$105,353.00 - budgeted

**Budget line item(s) to be used:** 52710.5113

**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

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**File #:** 20-0929, **Version:** 1

**Item #:** BQ2

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Brian Peacock, CIS Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

CIS Department - Personnel Changes

### **STAFF RECOMMENDATION**

Take the following actions:

1) Approve the voluntary demotion of Nestor Garcia from the Systems Administrator position (PID #983) salary grade EC-08 (\$53,372.00 annually) to fill the Communications Technician III position (PID #5147) at an hourly grade L-06 (\$24.033 per hour / \$49,988.64 annually); and

2) Approve the promotion of Ahmed Elkordi from the Communications Technician III position (PID #5147) hourly grade L-EL (\$20.723 per hour / \$43,103.84 annually) to fill the Systems Administrator position (PID #983) salary grade EC-08 (\$53,372.00 annually).

These actions shall be effective no sooner than March 30, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The CIS Director respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$6,022.64 cost over current budgeted amount.

**Budget line item(s) to be used:** 51965.5113

**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

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**File #:** 20-0931, **Version:** 1

**Item #:** BQ3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Construction) - Updated Position Description for Engineering Technician I  
Position (Construction Option)

### **STAFF RECOMMENDATION**

Approve the updated position description for the Engineering Technician I (Construction Option).

### **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:** Personnel

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

**Additional instructions/notes:** N/A

## POSITION DESCRIPTION

Title: Engineering Technician I (Construction Option)

Department: Highway Department – Construction Engineering

Job Analysis: September 2017, September 2018, February 2020

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: Bridge/Project Coordinator, ~~Construction Development Manager,~~ Construction Manager, County Engineer

Subordinate Staff: None

Other Internal Contacts: All County Employees

External Contacts: Alabama Department of Transportation Personnel, ADEM, Contractors, Suppliers, Vendors, Emergency Responders, General Public, etc...

Status: Classified/Non-Exempt (H)

### Job Summary

To successfully complete any job/duty deemed necessary by the supervisor or his/her Designee.

### Job Domains

1. Ensure that contractors construct projects in accordance with plans and specifications.
2. Obtain, organize and record detailed project data and records in accordance with Alabama Department of Transportation and Baldwin County procedures.
3. May take elevations and measurements needed to calculate quantities of excavation and embankment.
4. May calculate and prepare monthly estimates and final documentation for various construction projects.
5. May assist with the Bridge Safety Inspection Program.
6. May perform paved and dirt road inspections.
7. Ensure ADEM regulations are met on projects.
8. May operate herbicide spraying unit.
9. Utilize GPS, GIS, and other programs as deemed necessary by Supervisor.
10. Collect traffic counts and data.
11. Analyze traffic data and make recommendations for roadway feature improvements or modifications.



12. May perform material testing for projects.
13. May create and enter project schedules in CIMS or other database.

### **Knowledge, Skills, and Abilities**

1. Knowledge of MicroStation
2. Knowledge of ARCGIS and ARCMAP.
3. Knowledge of ARCGIS database manipulation.
4. Knowledge of CIMS or equivalent database.
5. Knowledge of Microsoft Powerpoint to put together presentations.
6. Knowledge of civil engineering practices and their applications to road maintenance.
7. Knowledge of deed research and county software that is applicable.

### **Physical Characteristics**

1. See well enough to read fine print and numbers accurately and without transposition.
2. Hear well enough to respond to verbal communication and to use the telephone.
3. Speak well enough to communicate effectively with supervisors, co-workers and the general public.
4. Body movement to bend, stoop and move about in an outdoor environment. May require walking around and under bridges over rip rap and other materials and have the potential of encountering wildlife, such as snakes, dogs, etc.
5. Manual dexterity to write and type.
6. Must be able to lift up to 50 pounds.
7. Ability to stand and work outdoors all day at all times of year.
- 7.8. Ability and awareness to work within live traffic.

### **Other Characteristics**

1. Willing to travel to training sessions, meetings and seminars on public works.
2. Willing to work non-standard hours as required.
3. ~~May require a~~ valid Alabama commercial driver's license (CDL Class B) with Tanker Endorsement preferred but not may be required.
4. Required to wear uniforms as directed by County Engineer.

### **Minimum Qualifications**

(Items listed below may be required as deemed necessary by Supervisor)

1. Must have a valid driver's license and be insurable by the County's insurance standards.
2. Any combination of training and experience equivalent to graduation from a standard senior high school including courses in mathematics and science.
3. Experience in construction project inspection and Alabama Department of Transportation procedures preferred.
4. Certified Traffic Control Inspector preferred.
5. Certified Concrete Technician preferred.
6. Certified Roadway Technician preferred.
7. Qualified Credentialed Inspector (QCI) preferred.

8. Receive Herbicide Applicators License preferred. Acquire additional certifications as needed preferred



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0930, **Version:** 1

**Item #:** BQ4

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Highway Department (Foley) - Personnel Changes

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Brian Lunsford to fill the open Laborer position (PID #5495) at a grade E-EL (\$10.781 per hour / \$22,424.48 annually) to be effective no sooner than March 23, 2020; and
- 2) Approve the updated position description for the Laborer position.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The Laborer position was newly created during the FY19/20 Budget Cycle. The County Engineer respectfully requests that the above recommendations are approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$22,424.48 - budgeted

**Budget line item(s) to be used:** 53113.5113

**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



## **POSITION DESCRIPTION**

Title: Laborer

Department: Highway Department

Job Analysis: January 2013, **March 2020**

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 Supervisor, Area Supervisor, **Maintenance Engineer**, County Engineer

Subordinate Staff: None

Internal Contacts: Members of work group

External Contacts: General Public

Status: Classified/Non-Exempt (E)

### **Job Summary**

Performs routine manual labor which does not require a high degree of skill. May also drive/operate trucks, light tractors or other equipment while in a training status. In most cases, works under immediate direction of an employee of higher grade or a foreman.

### **Job Domains**

#### **A. Manual Labor**

1. Uses chain saw to cut trees from right-of-way.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Loads and unloads trucks of soil, construction materials, and supplies.
4. Shovels asphalt, cinders, rocks, soil and other materials.
5. Installs and cleans drain pipes.
6. Patches pot holes.
7. Picks up and piles brush, refuse and other materials.
8. Directs traffic at job sites.
9. **Performs work around and under bridges.**
10. Mows grass, prunes shrubs, rakes grass and removes trash from county property.

11. Performs related manual labor as required.
12. Installs traffic signs for public safety.
13. Required to wear uniforms as directed by County Engineer.

**B. Equipment Operation and Maintenance**

1. May perform maintenance operations with trucks and light tractors.
2. May drive or operate equipment or vehicles as directed by supervisor while in a training status.

**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 light 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 bend, stoop, move about and perform manual labor in an outdoor environment.
6. Ability to stand and work outdoors all day at all times of year.
7. Must be able to lift up to 50 pounds.

**Other Characteristics**

1. Willing to work overtime and weekends in emergencies or when required.

**Minimum Qualifications**

1. Have a valid Alabama driver's license and be insurable by the County's insurance standards. (Commercial Driver's License required for promotion.)



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0932, **Version:** 1

**Item #:** BQ5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Geospatial) - Promotion of Employee

### **STAFF RECOMMENDATION**

Approve the promotion of Randy Black from the Traffic Control Technician IV position (PID #5383) grade J-03 (\$18.489 per hour / \$38,457.12 annually) in the Highway Traffic Operations Department (53135) to fill the Survey Manager position (PID #1099) at a grade M-EL (\$22.758 per hour / \$47,336.64 annually), in the Highway Geospatial Department (53151) to be effective no sooner than March 30, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Survey Manager position was vacated in February 2020, due to the retirement of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$47,336.64 - budgeted

**Budget line item(s) to be used:** 53151.5113

**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

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**File #:** 20-0937, **Version:** 1

**Item #:** BQ6

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator  
Vince Jackson, Planning and Zoning Director  
Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Planning and Zoning Department - Position Change

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Reclassify/retitle the Planner position (PID #1087), grade EC-07, to Development Review Planner at a grade EC-08; and
- 2) Approve the position description for the Development Review Planner; and
- 3) Approve the updated organizational chart for the Planning and Zoning Department.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** In an effort to reorganize the Planning and Zoning Department, the Planning and Zoning Director respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** TBD

**Budget line item(s) to be used:** 52730.5113

**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

## **POSITION DESCRIPTION**

Title: Development Review Planner

Department: Planning and Zoning

Job Analysis: February 2011, July 2012, February 2015, March 2020

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 Director, County Administrator

Subordinate staff: Planning Technician, Office Manager

Internal contacts: Code Enforcement Officer, Building Official, Highway Department Section Heads and Staff

External contacts: General Public, Developers, Builders

Status: Classified/Exempt (EC-078)

### **Job Summary**

The Development Review Planner position works with Planning and Zoning staff in the administration of zoning and other land development regulations and assists in the development and implementations of long range plans and studies related to the growth and development of Baldwin County.

### **Job Domains**

1. Attend various meetings as needed. Maintain relevant databases.
2. Review development proposals for compliance with the Master Plan.
3. Review development proposals for compliance with the zoning ordinance, the subdivision regulations and other land development regulations.
4. Assist with the review of subdivision applications including subdivision variance applications and subdivision exemption applications.
5. Prepare staff reports on zoning cases for Planning Commission and County Commission consideration.
6. Prepare staff reports on subdivision applications for Planning Commission consideration as needed.
7. Attend Planning Commission meetings, public hearings and County Commission meetings.

8. Prepare staff reports on variance and special exception cases for Board of Adjustment consideration. Attend Board of Adjustment meetings.
9. Advise applicants/property owners of zoning regulations, historic and preservation district requirements, subdivision regulations and other land development regulations and respond to public inquiries on same.
10. Work on special projects related to the Master Plan, land use plans and similar studies/plans including but not limited to transportation, parks & recreation and utilities.
11. Prepare zoning maps and custom maps as needed.
12. Assist Planning Director and County Administrator on other projects as needed.

### **Knowledge, Skills and Abilities**

1. Ability to communicate effectively.
2. Knowledge of computers and software related to job (word processing, spreadsheets, GIS).
3. Ability to prepare plans, studies, reports and correspondence.
4. Knowledge of the planning process, zoning, subdivision and other land use regulatory and planning mechanism.
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 citizens.
7. Ability to establish and maintain effective working relationships with citizens, employees, supervisors and the general 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, subdivision plats and aerial photographs.

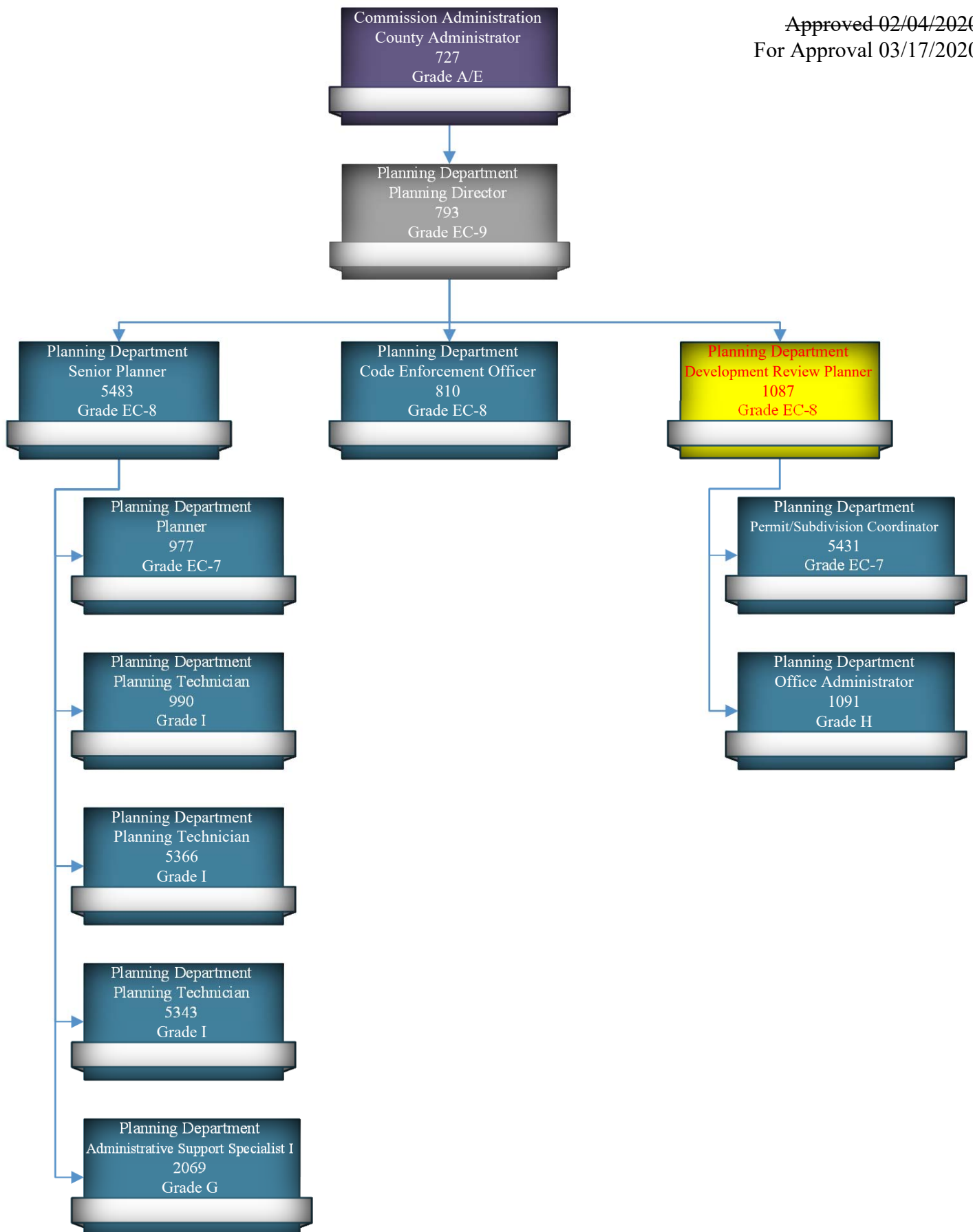
### **Other Characteristics**

1. Willing to work non-standard hours necessary.

### **Minimum Qualifications**

1. Graduate of an accredited college or university with a Bachelor's degree in planning, geography, civil engineering or closely related field ~~or equivalent experience~~.
2. Geographic Information Systems (GIS) experience desired.
3. Experience in subdivision and development plan reviews required.
4. A minimum of five (5) years of relevant experience in the field of planning and zoning, civil engineering or a closely related field ~~may be substituted for educational requirements~~.
5. Have a valid driver's license.







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0938, **Version:** 1

**Item #:** BQ7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Revenue Commission - Creation of One (1) Assessment Support Technician I Position

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the creation of an Assessment Support Technician I position grade G (grade G range: \$26,971.36 - \$44,231.20 annually); and
- 2) Approve the updated organizational chart for the Revenue Commission (Assessment Division).

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Revenue Commissioner respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$26,971.36 - not currently budgeted

**Budget line item(s) to be used:** 51600.5113

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

### **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

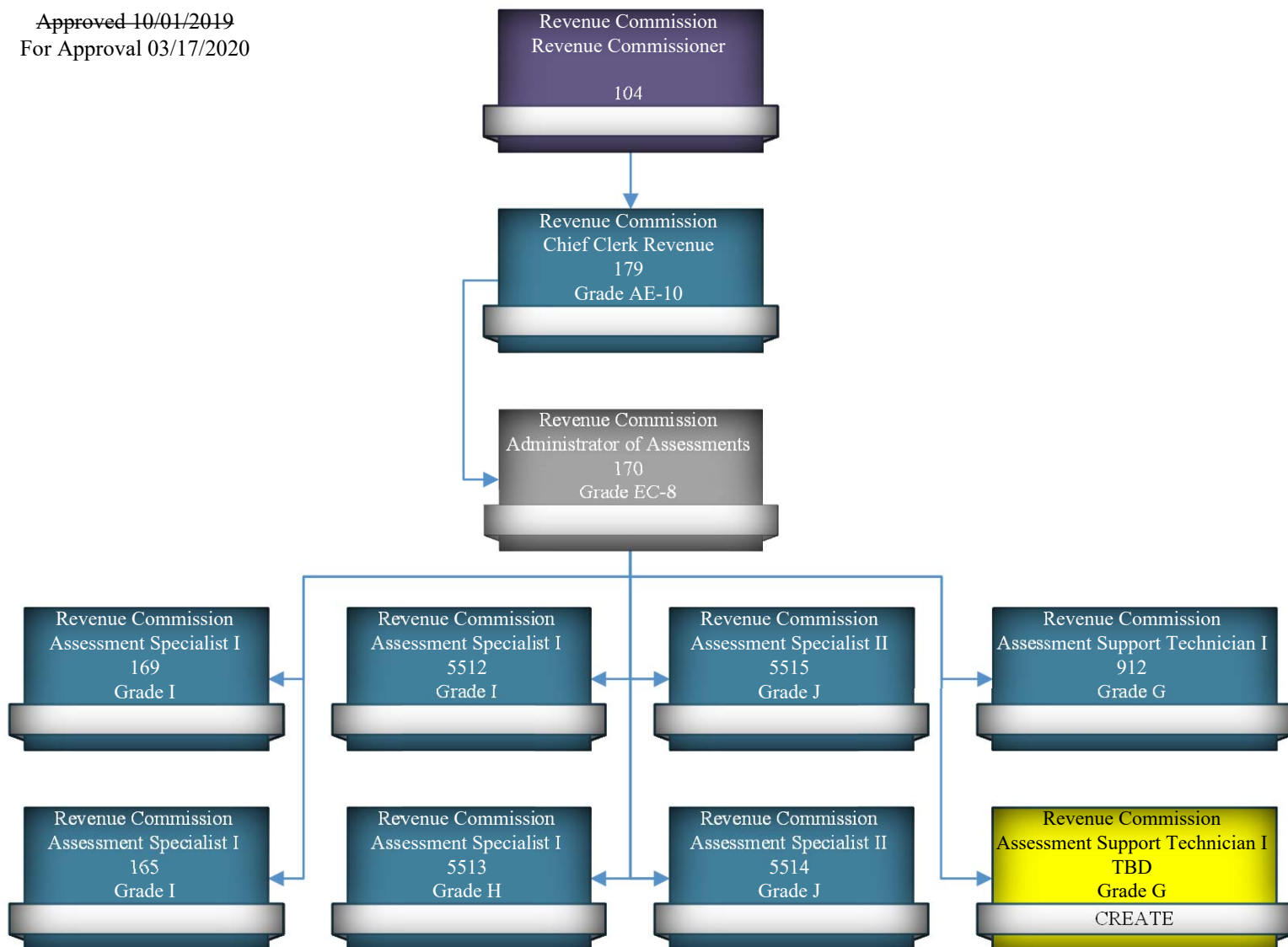
### **FOLLOW UP IMPLEMENTATION**

**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

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**File #:** 20-0935, **Version:** 1

**Item #:** BQ8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director  
Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Solid Waste Department - Personnel Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the employment of Chris Ryals to fill the Solid Waste Technician position (PID #5239) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually), in the Solid Waste Collections Department (54800) to be effective no sooner than March 23, 2020; and
- 2) Approve the transfer of Christopher Hansen from the Animal Control Technician position (PID #5438) grade G-EL (\$12.967 per hour / \$26,971.36 annually) at the Animal Shelter (109/55410) to fill the Solid Waste Technician position (PID #868), with no change in pay, in the Solid Waste Collections Department (511/54800), to be effective no sooner than March 30, 2020; and
- 3) Approve the promotion of Edward Sanders Jr from the Solid Waste Technician position (PID #5230) grade G-EL (\$12.967 per hour / \$26,971.36 annually) at the Magnolia Landfill (54300) to fill the Landfill Equipment Operator Technician II position (PID #5502) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually) to be effective no sooner than March 30, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Solid Waste Technician positions were vacated in January 2020, due to the promotion of the previous employees. The Development and Environmental Director respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$83,574.40 - budgeted

**Budget line item(s) to be used:** 54800.5113  
54300.5113

**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

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**File #:** 20-0942, **Version:** 1

**Item #:** BQ9

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Personnel Department - Baldwin County Emergency Communication District Request for Employee Assistance Program

### **STAFF RECOMMENDATION**

Approve adding Baldwin County Emergency Communication District to the County's Employee Assistance Program as a separate division.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** In an effort to provide Baldwin County Emergency Communication District's telecommunicators the benefit of having an Employee Assistance Plan (EAP), the Director has made a request to be added as a separate division under the County's Employee Assistance Program with Behavioral Health Systems. Behavioral Health Systems will not contract with an entity with less than 500 employees. Having access to an EAP program is an important component in helping the telecommunicators obtain the help needed due to critical situations. Behavioral Health Systems agreed to add the separate division and the Baldwin County Emergency Communication District would be billed directly, at no cost to the County.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$0 to BCC, BCECD to pay for service

**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 - 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

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**File #:** 20-0952, **Version:** 1

**Item #:** DR1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

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### **ITEM TITLE**

Case No. Z-20002 - Foster Property Rezoning

### **STAFF RECOMMENDATION**

Adopt Resolution #2020-061, which approves Case No. Z-20002 - Foster Property, as it pertains to the rezoning of approximately five (5) acres, located in Planning (Zoning) District 15, from RSF-E, Residential Single Family Estate District, to B-3, General Commercial District.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This application involves two parcels which together consist of approximately 5 acres. The subject properties are currently zoned RSF-E, Residential Single-Family Estate District. The designation of B-3, General Business District, has been requested for the purpose of constructing a commercial retail center in conjunction with adjacent commercially zoned parcels. As proposed, the development would include 64,250 square feet of retail space, along with six (6) out parcels. A 4500-square foot convenience store is proposed for out parcel number 3 and would be located at the northeast corner of the intersection of State Highway 181 and County Road 64. Of the 18.61 acres proposed for the development, approximately 13.61 acres are already zoned B-3.

The Planning Commission considered this request on February 6, 2020, and voted to recommend approval to the County Commission.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

N/A

**LEGAL IMPACT**

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

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes. Gulf Coast Newspapers. See attached.

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration staff

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

Send Notice of Action to the following:

Sidney S. Foster and Barbara A. Foster  
10145 County Road 64  
Daphne, Alabama 36526

Michael Edward Foster  
686 River Route  
Magnolia Springs, Alabama 36555

**Additional instructions/notes:** Planning and Zoning Department - Update Official Zoning Map.

STATE OF ALABAMA

COUNTY OF BALDWIN

**RESOLUTION # 2020-061**

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20002, Foster Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

**WHEREAS**, Sidney S. Foster, Barbara A. Foster and Michael Edward Foster have petitioned the Baldwin County Commission to rezone certain properties, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

**265' X 391.6' IRREGULAR, LOT 3 SIMMS ORCHARD, SLIDE 1844-A SEC 14-T5S-R2E (WD-SURVIVORSHIP)**

**205'(S) X 390.2' IRREGULAR, LOT 2 SIMMS ORCHARD, SLIDE 1844-A SEC 14-T5S-R2E (WD)**

**Said property consisting of approximately 5 acres.**

Otherwise known as tax parcel numbers **05-43-06-14-0-000-013.001** and **05-43-06-14-0-000-013.001**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

**WHEREAS**, the petitioner has requested that the property herein identified be rezoned from RSF-E, Residential Single Family Estate District, to B-3, General Business District; and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on February 6, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

**WHEREAS**, the Baldwin County Commission held a public hearing on March 17, 2020; and

**WHEREAS**, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, That the petitioner's request to rezone the property (Case No. Z-20002, Foster Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 from to RSF-E, Residential Single Family Estate District, to B-3, General Business District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **17th** day of **March 2020.**

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Honorable Billie Jo Underwood, Chairman

*ATTEST:*

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Wayne A. Dyess, County Administrator





# Baldwin County Planning & Zoning Department

## Baldwin County Commission Staff Report

### Agenda Item

Case No. Z-20002

### Foster Property

Rezone RSF-E, Residential Single Family Estate District to B-3, General Business District

March 17, 2020

### Subject Property Information

<b>Planning District:</b>	15
<b>General Location:</b>	North side of County Road 64, east of State Highway 181
<b>Physical Address:</b>	10143 County Road 64 and 10145 County Road 64
<b>Parcel Numbers:</b>	05-43-06-14-0-000-013.000 and 05-43-06-14-0-000-013.001
<b>Existing Zoning:</b>	RSF-E, Residential Single Family Estate District
<b>Proposed Zoning:</b>	B-3, General Business District
<b>Existing Land Use:</b>	Residential
<b>Proposed Land Use:</b>	Commercial (Proposed retail center)
<b>Acreage:</b>	5 acres +/-
<b>Applicants:</b>	Sidney S. and Barbara A. Foster 10145 County Road 64 Daphne, Alabama 36526  Michael Edward Foster 686 River Route Magnolia Springs, Alabama 36555
<b>Owners:</b>	Same
<b>Lead Staff:</b>	Vince Jackson, Planning Director
<b>Attachments:</b>	<i>Within Report</i>

	Adjacent Land Use	Adjacent Zoning
<b>North</b>	Residential	B-3, General Business District
<b>South</b>	Residential, Commercial & Institutional	B-1, General Business & RSF-E
<b>East</b>	Residential	RSF- E, Residential Single Family Estate
<b>West</b>	Vacant	B-3, General Business District

### Summary

This application involves two parcels which together consist of approximately 5 acres. The subject properties are currently zoned RSF-E, Residential Single Family Estate District. The designation of B-3 General Business District, has been requested for the purpose of constructing a commercial retail center in conjunction with adjacent commercially zoned parcels.

## Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

4.1.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Agricultural uses.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.1.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.1.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.1.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

## Proposed Zoning Requirements

### Section 5.3 B-3, General Business District

5.3.1 *Purpose and intent.* The purpose of this district is to provide for a variety of retail uses and services in free-standing parcels or shopping centers to serve the community's general commercial needs. This district shall only be applied at appropriate locations: to conveniently meet these needs; in conformance with the goals, objectives and policies and location criteria of the Comprehensive Plan; compatible with the surrounding land uses and zoning districts; where it will not adversely impact the facilities and services of the County; where it will not set a precedent for the introduction of inappropriate uses into an area; and so as not to encourage non-residential strip development along streets

5.3.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the B-3, General Business District:

- |  |  |
|--|--|
| (a) All uses permitted by right under the B-2 zoning designation | (y) Fitness center or gym                |
| (b) Air conditioning sales and service                           | (z) Florist                              |
| (c) Amusement arcade   | (aa) Fraternity or sorority house        |
| (d) Animal clinic/kennel   | (bb) Fruit and produce store             |
| (e) Arboretum  | (cc) Funeral home                        |
| (f) Auto convenience market                                      | (dd) Golf course                         |
| (g) Automobile service station                                   | (ee) Golf driving range                  |
| (h) Bakery, wholesale  | (ff) Grocery store                       |
| (i) Ball field   | (gg) Landscape sales                     |
| (j) Bicycle sales and service                                    | (hh) Marine store and supplies           |
| (k) Bowling alley  | (ii) Miniature golf                      |
| (l) Business machine sales and service                           | (jj) Mini-warehouse                      |
| (m) Business school or college                                   | (kk) Night club, bar, tavern             |
| (n) Butane gas sales   | (ll) Nursery                             |
| (o) Cemetery   | (mm) Office equipment and supplies sales |
| (p) City hall or courthouse                                      | (nn) Park or playground                  |
| (q) Country club   | (oo) Pawn shop                           |
| (r) Department store   | (pp) Pet shop                            |
| (s) Discount/variety store                                       | (qq) Plumbing shop                       |
| (t) Drug store   | (rr) Printing/publishing establishment   |
| (u) Elevator maintenance service                                 | (ss) Restaurant sales and supplies       |
| (v) Exterminator service office                                  | (tt) Riding academy                      |
| (w) Farmer's market/truck crops                                  | (uu) Rug and/or drapery cleaning service |
| (x) Firing range   | (vv) Seafood store                       |
|  | (ww) Sign shop                           |

- (xx) Skating rink
- (yy) Stone monument sales
- (zz) Swimming pool (outdoor)
- (aaa) Taxidermy

- (bbb) Teen club or youth center
- (ccc) Tennis court (outdoor)
- (ddd) Wildlife sanctuary
- (eee) YMCA, YWCA

5.3.3 *Conditional uses.* The following uses are permissible as conditional uses in the B-3: General Commercial District, subject to the standards and procedures established in *Section 18.11: Conditional Use*:

- |  |   |
|--|---|
| (a) Airport  | (y) Landfill  |
| (b) Ambulance/EMS service                            | (z) Maintenance facility/storage yard for schools, government agencies, and telephone and cable companies |
| (c) Amusement park                                   | (aa) Manufactured housing sales, service and repair   |
| (d) Armory   | (bb) Marina   |
| (e) Auditorium, stadium, coliseum                    | (cc) Motorcycle sales service and repair  |
| (f) Automobile parts sales                           | (dd) Movie theatre  |
| (g) Automobile repair (mechanical and body)          | (ee) Radio/television tower   |
| (h) Automobile storage (parking lot, parking garage) | (ff) Railroad facility  |
| (i) Barge docking                                    | (gg) Recreational vehicle park  |
| (j) Boat sales and service                           | (hh) Recreational vehicle sales service, and repair   |
| (k) Broadcasting station                             | (ii) Restaurant, drive-in   |
| (l) Building materials                               | (jj) Restaurant, fast-food  |
| (m) Bus and railroad terminal facility               | (kk) Sewage treatment plant   |
| (n) College or university                            | (ll) Taxi dispatching station   |
| (o) Convalescent or nursing home                     | (mm) Taxi terminal  |
| (p) Correctional or penal institution                | (nn) Telephone exchange   |
| (q) Dog pound  | (oo) Water or sewage pumping station  |
| (r) Electric power substations                       | (pp) Water storage tank   |
| (s) Farm implements                                  | (qq) Wireless telecommunication facility  |
| (t) Flea market                                      | (rr) Zoo  |
| (u) Freight depot, rail or truck                     |   |
| (v) Home improvement center                          |   |
| (w) Hotel or motel                                   |   |
| (x) Hospital   |   |

5.3.4 *Area and dimensional ordinances.*

Maximum Height of Structure in Feet	40
Maximum Height of Structure in Habitable Stories	3
Minimum Front Yard	40-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.70
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.3.5 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one-foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward a property designated residential, which is located within 200-feet of the source of the light.



5.3.6 *Distance between structures.* If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.

5.3.7 *Landscaping and buffering.* All B-3, General Business District, uses shall meet the requirements of *Article 17: Landscaping and Buffers*.

#### Agency Comments

**Baldwin County Highway Department:**

Vince,

Here are the comments we sent DJ regarding the rezoning request:

*The Highway Department is currently in the design phase of corridor improvements to CR 64 in this area. What type of commercial accesses are proposed for these properties? It appears that 10143 CR 64 is accessed via other parcels adjacent to CR 64 and Hwy 181. Will these accesses remain?*

After seeing the proposed conceptual layout for the larger piece, we offer the following:

- The proposed improvements will be considered along with the County's ongoing CR 64 corridor project. Conceptual plan has been forwarded to our design consultant.
- The proposed CR 64 traffic signal should be aligned with other drives accessing CR 64.
- A turnout permit would be required for accessing CR 64. This would include a drainage study and traffic impact study.
- Any connection to Hwy 181 would need to be coordinated with ALDOT.

Thanks,

**Tyler Mitchell, P.E.**

Construction Manager

Baldwin County Highway Department

o: 251-937-0371

c: 251-525-0497

**Planning & Zoning/Subdivisions (Mary Booth, Subdivision Coordinator):** No comments.

**ADEM:** No comments received.

**ALDOT:**

**From:** Smith, Michael [<mailto:smithmi@dot.state.al.us>]

**Sent:** Wednesday, February 5, 2020 2:57 PM

**To:** Tyler W. Mitchell <[TMITCHELL@baldwincountyal.gov](mailto:TMITCHELL@baldwincountyal.gov)>

**Cc:** Seth L. Peterson <[SPETERSON@baldwincountyal.gov](mailto:SPETERSON@baldwincountyal.gov)>; Denton, Samantha H. <[dentons@dot.state.al.us](mailto:dentons@dot.state.al.us)>; White, J.

Jason <[whitejoh@dot.state.al.us](mailto:whitejoh@dot.state.al.us)>

**Subject:** RE: Foster Rezoning

Good afternoon Tyler,

We have not seen this nor been approached by the developer. We have serious concerns about the proposed signal, whoever noted toe distances for a "required ALDOT minimum spacing" has seriously misunderstood the Access Management Manual. It is 660' minimum frontage before a second access point is considered, signal spacing is considerably greater. The overall layout of the access points seem to constrict flow from CR 64 WB to SR 181 NB, not allowing room to maneuver. Though on the CR, the signal proposed at the access point also cause concern as to the impact of the traffic on the existing 181/ 64 signal/ timing/ delay. The potential overlap of queue for the SB left onto CR 64 from SB 181 may also be such that the full access into the development may cause issues. I think they have a good deal of redesign to do before we get acceptable access to 181. We can discuss at greater lengths or you can direct the developer to us for individual conversations and directions. Thank you for reaching out.

***MICHAEL SMITH***

***AREA PERMIT MNGR.***

OFFICE: 251- 470- 8273

CELL: 251 -331 -0104

**From:** Tyler W. Mitchell <[TMITCHELL@baldwincountyal.gov](mailto:TMITCHELL@baldwincountyal.gov)>

**Sent:** Thursday, January 30, 2020 3:10 PM

**To:** Smith, Michael <[smithmi@dot.state.al.us](mailto:smithmi@dot.state.al.us)>

**Cc:** Seth L. Peterson <[SPETERSON@baldwincountyal.gov](mailto:SPETERSON@baldwincountyal.gov)>

**Subject:** FW: Foster Rezoning

Michael,

I'm not sure if you've seen this yet, but FYI.

Thanks,

**Tyler Mitchell, P.E.**

Construction Manager

Baldwin County Highway Department

o: 251-937-0371

c: 251-525-0497

**City of Daphne (Adrienne Jones, Planning Director):** The rezoning case is near a commercial intersection and it would be reasonable to recommend approval.

## Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

### **1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?**

The subject properties, which are currently residential are occupied with single family dwellings, accessory structures and a cellular communication tower. According to the information provided, the cellular tower will remain in place if the properties are rezoned and developed. The properties adjoin County Road 64 to the south. The adjoining properties to the north and west, which are zoned commercial, are residential and vacant. Properties to the south and east and zoned commercial and residential and are commercial, institutional and residential.

### **2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?**

The zoning for Planning District 15 was adopted by the County Commission on August 1, 2006. The area has seen significant residential growth since that time. As a result, there is an increased demand for commercial development to serve the residents of the area.

### **3.) Does the proposed zoning better conform to the Master Plan?**

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential is provided for the subject properties. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD.

If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of Commercial. This category provides for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be included. Commercial uses should be located on major streets so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, LB, RV-1, RV-2, MR and TR.

The adjacent future land use designations to the north, south and west are commercial.

**4.) Will the proposed change conflict with existing or planned public improvements?**

The Highway Department is currently in the design phase of corridor improvements to County Road 64 in this area. The preliminary site plan for the proposed development shows turn lanes, a proposed traffic signal on County Road 64 and a proposed traffic signal on State Highway 181. In the event that the property is rezoned and the development moves forward, access and required improvements will be addressed during the Land Use Certificate process. Since the development would be commercial, it would be classified as a major project. Based on the information provided, it appears that the developers have had some preliminary discussions with the Highway Department. Comments from the Highway Department and ALDOT are included under agency comments. Due to the fact that the corridor improvements are in the design phase, the Highway Department cannot say, at this time, if the proposed development will conflict with the planned improvements.

**5.) Will the proposed change adversely affect traffic patterns or congestion?**

Traffic congestion is a major concern in this area. A development of the type proposed will certainly impact traffic patterns and congestion. The exact impact however, will be dependent upon the types of businesses which might be located in the development and is therefore difficult to ascertain. As stated previously, it appears that the developers have had some preliminary discussions with the Highway Department. Please see additional comments under Standard 4 and Agency Comments.

**6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**

The primary surrounding land uses are residential, commercial and institutional. The subject properties are located to the east of a commercial intersection. Please also see the responses to Standards 1 and 2.

**7.) Is the proposed amendment the logical expansion of adjacent zoning districts?**

Adjacent property to the north and west is zoned B-3 which is the requested designation for the subject properties. Property across County Road 64, to the south is zoned B-1, Professional Business District. In addition, and as stated above, the property is located to the east of a commercial intersection. Property at the intersection is primarily zoned B-3, with two parcels zoned B-4, Major Commercial District, at the northwest corner.

**8.) Is the timing of the request appropriate given the development trends in the area?**

As stated previously, this area has experienced significant population growth which has led to a demand for commercial development. Timing, however, is not a factor with this request.

**9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?**

Aerial photography shows a pond on one of the parcels which will need to be filled if the development is constructed as proposed. Staff knows of no other adverse impacts to environmental conditions or historic resources.

**10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?**

As stated previously, traffic congestion is a major concern in this area. This would also be the primary concern in terms of health, safety and welfare. A development of the type proposed will certainly impact traffic patterns



and congestion. The exact impact, however, will be dependent upon the types of businesses which might located in the development and is therefore difficult to ascertain. See Standard 4, Standard 5 and Agency Comments.

**11.) Other matters which may be appropriate.**

- If the properties are rezoned and developed, a 25' landscaped buffer will be required along the east property line where commercial property would abut residential property.
- The possibility of a requirement for sidewalks has been discussed and can be discussed further with the Commission.

**Staff Comments and Recommendation**

As stated above, this application involves two parcels which together consist of approximately 5 acres. The subject properties are currently zoned RSF-E, Residential Single Family Estate District. The designation of B-3 General Business District, has been requested for the purpose of constructing a commercial retail center in conjunction with adjacent commercially zoned parcels. As proposed, the development would include 64,250 square feet of retail space, along with six (6) out parcels. A 4500-square foot convenience store is proposed for out parcel number 3, and would be located at the northeast corner of the intersection of State Highway 181 and County Road 64. Of the 18.61 acres proposed for the development, approximately 13.61 acres are already zoned B-3. A copy of the preliminary site plan is included with this staff report.

As with any rezoning application in this area of the County, traffic congestion is a major concern, and the comments provided by ALDOT and the Highway Department should be considered. Staff, however, believes that approval of this request is warranted due to the fact that the properties in question are located near a commercial intersection and due also to the fact that the properties are adjacent to existing commercially zoned parcels. It should be noted that the site plan provided is preliminary and is subject to being changed. In addition, no permits will be issued, and no construction may commence without approval from ALDOT and the Baldwin County Highway Department.

Unless information to the contrary is revealed during the public hearing, this case should be **APPROVED**. \*

*\*On rezoning applications, the County Commission will have the final decision.*

Property Images













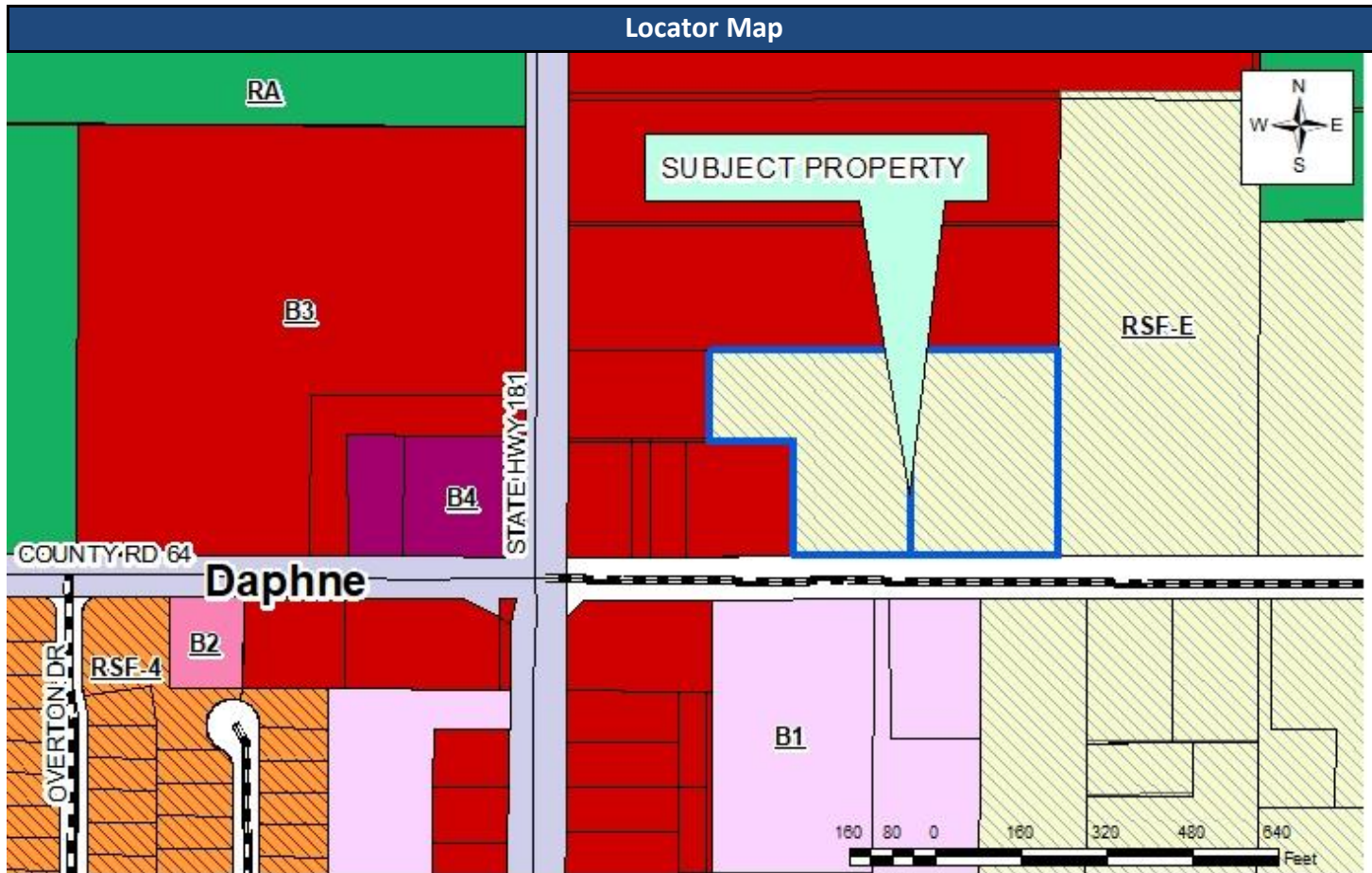


ADJOINING PROPERTY  
TO THE SOUTH

01/09/2020



Locator Map



Site Map





**PRELIMINARY SITE PLAN DISCLAIMER:**

SITE PLAN IS BASED ON CLIENT PROVIDED INFORMATION POSSIBLY INCLUDING BUT NOT LIMITED TO THE FOLLOWING: TAX MAPS, USGS MAPS, GIS INFORMATION, SCANNED/DIGITAL BOUNDARY SURVEY, SCANNED/DIGITAL TOPOGRAPHICAL SURVEY, SCANNED/DIGITAL AS-BUILT PLAN, SCANNED/DIGITAL ALTA SURVEY, AND/OR PREVIOUS CONSTRUCTION PLANS BY PROFESSIONAL FIRM. ALL EXISTING INFORMATION SHOWN IN THE TITLEBLOCK TO THE RIGHT HAS BEEN RESEARCHED BUT NOT VERIFIED WITH THE JURISDICTION.

SITE PLAN BOUNDARY AND EXISTING CONDITIONS ARE ONLY AS ACCURATE AS THE INFORMATION PROVIDED.



SITE ANALYSIS	
SHOPS	43,250 S.F.
TOTAL BUILDING AREA	21,000 S.F.
PARKING PROVIDED	4,325 SPACES
PARKING RATIO	± 0.06 SPACES/1000 S.F.
ROUSES PARCEL	± 4.24 ACRES
OUTLOT #1	± 1.00 ACRES
OUTLOT #2	± 1.24 ACRES
OUTLOT #3	± 1.53 ACRES
OUTLOT #4	± 1.11 ACRES
OUTLOT #5	± 1.18 ACRES
OUTLOT #6	± 1.00 ACRES
REMAINING RETAIL LAND AREA	± 7.31 ACRES
TOTAL LAND AREA	± 15.61 ACRES



PAULSON MITCHELL  
INCORPORATED

**PROJECT:**  
**PROPOSED  
DEVELOPMENT**  
C.R. 64 (DAPHNE ROAD) AT  
AL HIGHWAY 181  
BALDWIN CO., AL 36526

## ZONING INFORMATION

### TONING CLASSIFICATION

**ZONING CLASSIFICATION**

JURISDICTION:	BALDWIN CO., AL
EX. ZONING:	B-3 (GEN BUS.) & RSF-E (RES.)
PR. ZONING:	B-3 (GENERAL BUSINESS)

### BUILDING SETBACKS (B-3)

BUILDING SETBACKS (ft)	
FRONT:	40
SIDE:	15
REAR:	25

<b>BUFFERS</b>	
FRONT/STREET:	10' LANDSCAPE STRIP
SIDE (TO RESIDENTIAL):	25' BUFFER
REAR:	5' LANDSCAPE STRIP

**BUILDING SUMMARY**

MAX. BUILDING HT.:	40' (3 STOREYS)
MAX. IMPERVIOUS COVERAGE:	20%

PARKING SUMMARY	
RETAIL REQ.:	5 SPACES/1,000 S.F.
RESTAURANT REQ.:	10 SPACES/1,000 S.F.
STANDARD STALL DIMENSIONS:	9' x 19'
COMPACT STALL DIMENSIONS:	--' x --'
CONTRACT STALLS ALLOWED:	--'
MIN. 90°/90° DRIVE WIDTH:	--' x --'

MIN. 90°/60° DRIVE WIDTH:	24'/18'
<b>LANDSCAPE REGULATIONS</b>	
TREE DENSITY:	— UNITS/ACRE
ISLAND REQ.:	1 ISLAND/10-15 SPACES
MIN. ISLAND SIZE/WIDTH:	— S.F./6'
GREENSPACE %:	— %

FEMA MAP	
FIRM PANEL #:	
DRAWING RECORD	
DRAWN BY:	
2018128 PS-2.dwg	06.06.18

## PRELIMINARY SITE PLAN

SHEET

PS-2

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-20002

Foster Property

Rezone From RSF-E to B-3

February 6, 2020

Motion: TO RECOMMEND APPROVAL

Made by: ARTHUR OKEN

Motion Seconded by: KEVIN MURPHY

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	A	A
Brandon Bias	A	A
Arthur Oken	X	
Nancy Mackey	A	A
Robert Davis	X	
Plumer Tonsmeire	A	A

MOTION TO RECOMMEND APPROVAL CARRIED ON A VOTE OF 4-0





**Baldwin County Planning and Zoning Commission  
Meeting Minutes  
Thursday, February 6, 2020**

**I. CALL TO ORDER**

Chairman Sam Davis called to order the regular meeting of the Baldwin County Planning and Zoning Commission at 6:02 p.m. on February 6, 2020 at the Baldwin County Central Annex Main Auditorium, 22251 Palmer Street, Robertsedale, Alabama.

**II. OPENING**

Vince Jackson opened the meeting with an invocation and prayer. He also led the pledge of allegiance.

**III. ROLL CALL**

Mr. Jackson conducted a roll call. The following members were present: Chairman Sam Davis, Kevin Murphy, Bonnie Lowery, Arthur Oken, and Robert Davis. Members Daniel Nance, Brandon Bias, Nancy Mackey, and Plumer Tonsmeire were absent. County Attorney Erin Fleming was present.

Staff present included Vince Jackson, D.J. Hart, Linda Lee, Mary Booth, Laurie Rumbaugh, and Paula Bonner.

**III. APPROVAL OF THE MINUTES**

Arthur Oken made a motion to approve the January 9, 2020 meeting minutes. Robert Davis seconded the motion. All members voted aye. **The motion to approve the January 9, 2020 minutes carries on a vote of 4-0.**

**IV. CONSIDERATION OF APPLICATIONS AND REQUESTS – REZONING CASE**

**a.) CASE Z-20002 FOSTER PROPERTY**

Mr. Jackson presented the rezoning request for property located on the north side of County Road 64 in District 15. The request is to rezone approximately 5 acres from RSF-E to B-3 to allow for a commercial development. Mr. Jackson answered questions and reported staff recommended approval.

Carl Johnson, Barbara Foster, and Sidney Foster were present in favor of the request. Mr. Johnson spoke for the applicant and confirmed Alabama Department of Transportation and Baldwin County Highway Department requirements will be followed. There was no one present in opposition.

Arthur Oken made a motion to recommend approval. Kevin Murphy seconded the motion. All Members voted aye. **Motion to recommend approval to Baldwin County Commission Case Z-20002 rezoning request from RSF-E to B-3 carries on a vote of 4-0.**

## **V. CONSIDERATION OF APPLICATIONS AND REQUESTS – SUBDIVISION CASES**

### **a.) CASE S-20003 OSPREY PARK FINAL SITE PLAN APPROVAL**

Mrs. Booth presented the application for an 8 lot RV Park on approximately 20 acres located on the east side of Osprey Lane in un-zoned District 13. Mrs. Booth reported no deficiencies and stated staff recommended approval.

Eric Jackson was present to represent the applicant. Adjacent property owners Jody Nolfe and Calvin Clingan spoke in opposition of the request. Mrs. Booth and Eric Jackson answered questions from the Commission and public.

Bonnie Lowery made a motion to approve the request. Arthur Oken seconded the motion. **Case S-20003 Osprey Park Final Site Plan Approval for an RV Park carries on a vote of 4-0.**

### **b.) CASE S-20004 THOMPSON HALL QUADPLEXES FINAL SITE PLAN APPROVAL**

Mrs. Booth reported the applicant requested to table the application to the next meeting due to comments received from the City of Fairhope.

Kevin Murphy made a motion to table the application. Robert Davis seconded the motion. All members voted aye. **Motion to table Case S-20004 Thompson Hall Quadplexes Final Site Approval until the March 5, 2020 meeting carries on a vote of 4-0.**

### **c.) CASE S-20009 BURNSTAND SUBDIVISION DEVELOPMENT PERMIT APPROVAL**

Mrs. Booth presented the application for a 3-lot subdivision on approximately 6.1 acres located on County Road 62. The property is in District 12 and zoned RSF-1. Mrs. Booth reported there were no deficiencies and staff recommended approval.

David Shumer was present to represent the applicant and answered questions from the Commission. Shasta Frederic, Roy Spivey, Joe Frederic, and Richard Liles spoke in opposition of the request. Robert Eugene Spivey, Jr. signed up in opposition but did not speak. Mr. Shumer and Mrs. Booth answered questions.

Kevin Murphy made a motion to approve the request. Bonnie Lowery seconded the motion. All members voted aye. **Motion to approve Case S-20009 Burnstand Subdivision Permit Approval carries on a vote of 4-0.**

Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**CC:** Robin Benson, Accounting  
**Date:** 3/9/2020  
**Re:** Z-20002 Foster Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 3/17/2020

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

**Z-20002, Foster Property**

The Planning and Zoning Commission meeting was held **Thursday February 6, 2020.**

The County Commission public hearing is scheduled for **Tuesday March 17, 2020.**

Please let me know if you have any questions.

Thank You,

**DJ Hart**





THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

**Printer Affidavit:**

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

February 26, 2020

Account # 987107 PO # \_\_\_\_\_

Cost \$ 360.00 Ad # 257943

Case 2-20002

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

BCP+2

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 10th day of March, 20 20

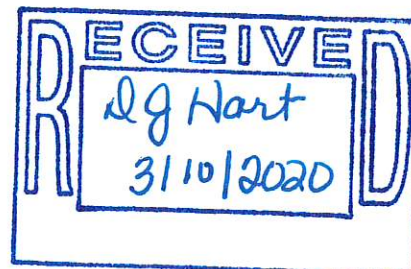
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER  
My Commission Expires  
April 10, 2022





# Robertsdale seniors to host annual soup contest on Feb. 28

By JOHN UNDERWOOD  
john@gulfcoastmedia.com

**ROBERTSDALE** — Robertsdale seniors will host the first soup contest of the new decade on Friday, Feb. 28, along with the annual soup contest at the George P. Thames Adult Activity Center in Robertsdale.

Seniors hosted their monthly birthday bash with a special Valentine's Day celebration on Friday, Feb. 14 at the PZK Hall.

Celebrating birthdays in February include Cynthia Nall, Willie Mae Lett, Gert Lewandowski, Alicia Mott, Michael Schweiger, Fran Lowry, Bobby Joe Baker, Ms. Roger Gause, Tucker Byrd, Reggie Henderson, Mary Williams Drew Caldwell, Rex Bishop, Grace Holmes, Deborah Miller, Justin Turberville, MaryAnn Lindsay, Heath Brill, Fae Chamblin, Dorothy Fields, Barbara Felts, Joe Pilleggi, Nell Calloway, Leon Sinclair, Sonja Conner, Greg Smith, Jerry Sides, Gloria Knapp, Irene Joulain and Gwen Windham.

"And a huge thank you to all of our sponsors and all of our wonderful volunteers," said Robertsdale senior ac-



tivities coordinator Amy Ochello, "without them none of this would have been successful."

Sponsors for the Feb. 14 event included Walmart; Hub City Florist; Alabama Hospice Care; Community Hospice; Kindred Hospice; and Southern Care Hospice Services.

The deadline to enter the annual soup contest is Wednesday, Feb. 26. Any soup, gumbo, etc. can be entered and the event is open to all ages. Soups must be in place by 9 a.m., judging begins at 10 a.m.

"We are so blessed to have (soup kitchen organizer Becky Hayes) and the many volunteers who help with this vital program," said Robertsdale senior activities coordinator Amy Ochello.

The monthly soup kitchen should begin around 11 a.m., or as soon as judging is concluded and awards have



been handed out at the Adult Activity Center, located at 22651 E. Chicago St. in Robertsdale. Prizes will be awarded for first, second and third place.

Now in its seventh year of operation, the soup kitchen is held on the last Friday of every month and while February's soup kitchen will feature soup, other months have featured a wide variety of foods, from chicken and dumplings, to spaghetti, to tacos and Mexican fare.

"We cook whatever we have available," Hayes said. "We appreciate all the donations from the community and welcome donations and any vol-



JOHN UNDERWOOD / STAFF PHOTOS

Robertsdale seniors celebrated birthdays with a Valentine's Celebration on Friday, Feb. 14 at the PZK Hall in Robertsdale. Seniors age 50 and over are invited to participate in daily, weekly and monthly activities at the center on East Chicago Street, and the PZK Hall on Alabama 104. On Friday, Feb. 28, the center will host the 11th annual soup contest to kick off the monthly soup kitchen, which is held the last Friday of every month.

unteers who would like to help out. We understand that there are a lot of winter visitors to the area this time of year and if they are looking for a place to volunteer, we'd love to have them."

Volunteers are also needed to deliver meals to shut-ins every month, Hayes said.

Hayes said while they will not turn anyone away who needs a hot

meal, donations are gladly accepted from those who want to come and support the program.

If you would like to donate, contact the Hayes or Claudia Barbee at the Senior Center, (251) 947-8973, or donations can be dropped off directly at the center.

Daily, weekly, monthly and special events for adults over age 50 are

hosted at the center and at the PZK Hall on Alabama 104 in Robertsdale. For more information you can pick up a monthly calendar at the center, call Center Director Amy Ochello or staff volunteers at 251-947-8973, or email robertsdalecenter@gmail.com. You can also check out the Robertsdale Senior Center page on Facebook.

## South Baldwin Christian Women's Connection



PHOTO SUBMITTED BY ANGIE SPEAKMAN

From left, Carol Hanson, Marty Cox and Barbara Beardslee participated in the recent South Baldwin Christian Women's Connection. The South Baldwin Christian Women's Connection meets monthly for a buffet luncheon at the Gift Horse Restaurant at 209 West Laurel Avenue, Foley. This month's program "Be My Valentine" was held on Thursday, Feb. 13, and featured Joan Moore. Phyllis Page from Chelsea, Alabama was the guest speaker. Music was provided by Alma Cawthorn and Melbia Eaton. Cost of the luncheon is \$10 per person. No membership or dues are required. For information on future events, email emuddconnelly@gmail.com or call Elizabeth at 251-943-7142.

## BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

**Mailing Address**  
22251 Palmer Street  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

**Physical Address**  
22070 Highway 59  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

**Foley Office**  
201 East Section Avenue  
Foley, AL 36535  
Phone: (251) 972-8523  
Fax: (251) 972-8520

## NOTICE OF PUBLIC HEARING

### Case No. Z-20002 Foster Property Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Sidney and Barbara Foster and Michael Foster, owners of property located 10145 Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 5+/- acres from RSF-E - Estate Res District to B-3 - General Business District. The Parcel Identification Numbers are 05-43-06-14-0-000-013.000 and 05-43-06-14-0-000-013.001.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, March 17, 2020**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department  
22251 Palmer Street  
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

## Fedok Plastic Surgery & Laser Center

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# GULF COAST MEDIA

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

## PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

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

02/19/2020, 02/26/2020, 03/04/2020

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

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

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

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



AMBER KIMBLER  
My Commission Expires  
April 10, 2022

Sworn and subscribed to on 03/04/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 309057

Z-20002 Foster Property

Amount of Ad: \$348.48

Legal File# Z-20002 Michael

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

LEGAL REP -  
251-345-6805

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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22251 Palmer Street  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
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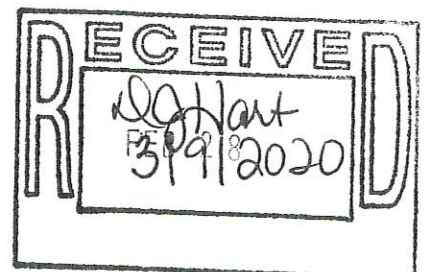
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February 19-26;  
March 4, 2020



Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**CC:** Robin Benson, Accounting  
**Date:** 3/9/2020  
**Re:** Z-20002 Foster Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 2/6/2020

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

**Z-20002, Foster Property**

The Planning and Zoning Commission meeting was held **Thursday February 6, 2020.**

The County Commission public hearing is scheduled for **Tuesday March 17, 2020.**

Please let me know if you have any questions.

Thank You,

**DJ Hart**



**GULF COAST MEDIA**A DIVISION OF OPC NEWS, LLC  
PO BOX 1677 • SUMTER, SC 29150FOLEY 251.943.2151  
The Courier – The Islander  
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The Baldwin TimesLEGAL REP -  
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01/22/2020

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BC PLANNING &amp; ZONING- LEGAL

Acct#: 983695

Ad#: 308114

Case No. Z-20002 Foster Property Planning District 15

Amount of Ad: \$120.00

Legal File# Case No. Z-2000

**BALDWIN COUNTY  
PLANNING & ZONING  
COMMISSION  
BALDWIN COUNTY  
PLANNING & ZONING  
DEPARTMENT**

Mailing Address  
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Case No. Z-20002  
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Planning District 15

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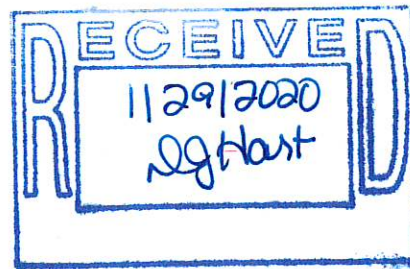
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, February 6, 2020, beginning at 6:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County  
Planning & Zoning  
Department  
22251 Palmer Street  
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655. January 22, 2020







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0924, **Version:** 1

**Item #:** EA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Chief Compliance Officer

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### ITEM TITLE

Payment of Bills

### STAFF RECOMMENDATION

Pay bills totaling \$5,381,259.88 (five million, three hundred eighty-one thousand, two hundred fifty-nine dollars and eighty-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, \$684,688.04 (six hundred eighty-four thousand, six hundred eighty-eight dollars and four cents) is payable to the Baldwin County Board of Education and \$40,324.83 (forty thousand, three hundred twenty-four dollars and eighty-three cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

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

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

### LEGAL IMPACT

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

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

**Additional instructions/notes:** N/A

**A/P Vendors Exceeding \$20,000**  
Commission Meeting: March 17, 2020

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. of Education	565,751.45	Sales Tax
	118,936.59	Use Tax
	4,514.00	JDC Meals; Feb 2020
Gulf Shores Bd. Of Education	32,145.92	Sales Tax
	8,178.91	Use Tax
Baldwin Youth Services	4,957.79	Sales Tax
Thompson Tractor Co.	534,993.21	Equipment; Hwy
	48,402.03	Repair & Maintenance
Regions Bank Corp Trust	280,491.15	2015 Warrant
	211,119.91	2020 Warrant
	148,132.29	2013 Warrant
	83,108.33	2012 Warrant
	63,565.83	2014 Warrant
	2,100.00	2015 Warrant Fees & Expenses
City of Daphne	33,162.00	Mosquito Control Program
City of Fairhope	24,960.00	Mosquito Control Program
Town of Elberta	70,150.63	School Resource Officer
	1,104.00	Mosquito Control Program
City of Orange Beach	35,216.76	School Resource Officer
	7,568.00	Mosquito Control Program
City of Spanish Fort	125,808.31	School Resource Officer
	10,846.00	Mosquito Control Program
Altapointe Health Systems, Inc.	38,880.00	Cigarette Tax; Feb 2020
	600.00	Pre-Employment Testing
Gulf Coast Newspapers	262,738.12	Ads; Election
	255.36	Ads; Legislative
	40.00	Subscription; Solid Waste
	38.00	Subscription; Coastal Area Program
Baldwin County Sheriff's Office	33,521.75	School Resource Officer
	2,157.32	Bail Bond Fees; Sheriff's
	1,277.25	Juvenile Meals' Jan 2020
	1,154.32	Laptop
	735.00	Lease
District Attorney's Office	24,000.00	Mosquito Control Program
	2,354.70	Sales Tax
National Auto Fleet Group	123,396.08	Vehicles; Parks
	120,986.08	Vehicles; Hwy
Childersburg Truck Service, Inc.	376,260.00	Equipment; HWY
Stuart Construction, LLC	317,974.50	Construction Services
PH & J Architects, Inc.	151,726.66	Construction Services
Mobile Asphalt Co., LLC	102,792.06	Road Building Materials
Symbol Health Solutions	90,771.57	Medical
Vulcan Materials Co.	70,994.85	Road Building Materials
Partners Managing General Underwriters	67,981.26	Stop Loss Coverage
Petroleum Traders Corporation	62,809.02	Fuel
Stop Stick, Ltd	60,772.80	Equipment; Sheriff's
Peregrine Services, Inc.	56,000.00	Postage; Revenue
McElhenney Construction Company, LLC	54,820.99	ADA Transition Plan Improvements
Power Systems of MS	47,447.00	Generator; BRATS
Baldwin County General Fund	45,839.66	Indirect Support; Solid Waste
Pope Contracting, Inc.	39,268.73	Bridge Replacement; Fred Dugger Rd.
North Baldwin Infirmary	38,896.04	Medical / Inmates; Sheriff's
Thomas Hospital	30,676.70	Medical / Inmates; Sheriff's
Juvenile Detention	29,495.17	Cigarette Tax; Feb 2020
Jace Chandler & Associates, Inc.	26,795.00	Equipment; Parks/Traffic Dept.
Kenworth of Alabama	22,556.88	Repair & Maintenance
Dewberry Engineers, Inc.	21,137.09	Engineering Services
Routematch	20,200.00	Software Tech Support; BRATS
<b>TOTAL</b>	<b>4,762,563.07</b>	

**Baldwin County Commission  
Accounts Payable Payments  
March 17, 2020**

<b>Vendor Summary</b>		<b>Totals</b>
1	AARON MEDIA SERVICES	12,000.00
2	ACCA LIABILITY SELF INSURANCE FUND	5,386.12
3	ADAMS AND REESE LLP	6,000.00
4	ADT SECURITY SERVICES INC	58.89
5	AIR SPECIALITY, INC.	6,107.00
6	AIRGAS USA, LLC	1,023.05
7	AL STATE DEPT OF REVENUE	6.25
8	AL STATE DEPT OF TRANSPORTATION	847.87
9	ALABAMA ANIMAL CONTROL ASSN	300.00
10	ALABAMA ASSN OF FLOODPLAIN MANAGERS	160.00
11	ALABAMA AUTO	2,079.88
12	ALTA POINTE HEALTH SYSTEMS INC	39,480.00
13	AMERSON ROOFING INC	7,610.00
14	ANIMAL CARE EQUIP & SERVICES	1,035.41
15	ASPLUNDH TREE EXPERT	2,945.40
16	AUTO ZONE - BAY MINETTE	135.84
17	AUTO ZONE - ROBERTSDALE	175.96
18	AUTRY, HELEN	16.00
19	BALDWIN ANIMAL CLINIC PC	139.00
20	BALDWIN CNTY BOARD OF EDUCATION	689,202.04
21	BALDWIN CNTY CORONER'S OFFICE	10,236.86
22	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	1,983.19
23	BALDWIN CNTY FAMILY VIOLENCE PROJECT	2,011.04
24	BALDWIN CNTY GENERAL FUND	45,839.66
25	BALDWIN CNTY HISTORICAL COMMISSION	1,000.00
26	BALDWIN CNTY HUMAN RESOURCES DEPT	670.35
27	BALDWIN CNTY JUDGE OF PROBATE	90.00
28	BALDWIN CNTY SHERIFF'S BOYS RANCH	2,011.04
29	BALDWIN CNTY SHERIFF'S OFFICE	38,845.64
30	BALDWIN CNTY SOLID WASTE	1,243.36
31	BALDWIN GULF COAST PEST CONTROL	210.00
32	BALDWIN LOCKSMITH LLC	382.50
33	BALDWIN SIGNS	2,195.00
34	BALDWIN TRACTOR	1,639.22
35	BALDWIN YOUTH SERVICES	4,957.79
36	BAY MINETTE ANIMAL CLINIC	681.00
37	BAY MINETTE BUILDING SUPPLY	482.08
38	BAY MINETTE YOUTH PROGRAM	2,011.04
39	BAY MINETTE, CITY OF	15,640.00
40	BAY SIDE RUBBER & PRODUCTS	1,810.10
41	BAY TIRES	47.00
42	BAY UTILITY TRAILERS INC	210.00
43	BB&T-CREATIVE PAYMENT SOLUTIONS	149.10
44	BEAUCHAMP, LARRY E	75.80



**Baldwin County Commission  
Accounts Payable Payments  
March 17, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
45	BEHAVIORAL HEALTH SYSTEMS INC	1,778.19
46	BLACKWATER RESOURCES	32.00
47	BLAKENEY, BEVERLY & JOHN W	30.00
48	BLOSSMAN GAS	92.09
49	BLUE SHEET, THE	143.00
50	BOB BARKER CO INC	1,930.39
51	BUILDERS HARDWARE & SUPPLY CO	401.30
52	BYRD, BRANDY R	48.37
53	C & H CONSTRUCTION SERVICES	10,925.00
54	CALLOWAY, NELL	4.80
55	CAMPBELL HARDWARE & SUPPLY CO	553.58
56	CARE HOUSE INC	5,027.58
57	CASSTEVENS, CHAD	16.00
58	CDG ENGINEERS & ASSOCIATES	4,691.25
59	CDW - GOVERNMENT, INC	16,168.92
60	CERTIFIED LABORATORIES	191.66
61	CHARM-TEX INC	977.90
62	CHESTANG, SHERRY L	500.00
63	CHILDERSBURG TRUCK SERVICE INC	376,260.00
64	CHUCK STEVENS AUTO INC	585.95
65	CHUCK STEVENS CHEVROLET	118.98
66	CINDY HABER CENTER INC	8,379.31
67	CINTAS - UNIFORMS	3,306.31
68	CINTAS FIRST AID & SAFETY	421.83
69	COASTAL AL COM COLLEGE	12,022.66
70	COASTAL INDUSTRIAL SUPPLY	1,179.72
71	COCA COLA BOTTLING CO	1,484.00
72	COMMERCIAL VAN SPECIALISTS LLC	295.00
73	COMPLETE JANITORIAL SERVICE	1,410.00
74	COPY PRODUCTS COMPANY	1,413.15
75	CORE COMPUTING SOLUTIONS INC	4,411.30
76	COWIN EQUIPMENT CO	10,591.10
77	COX, DEANNA VICICH	1,200.00
78	CROOK SEPTIC SERVICE, LLC	500.00
79	CULLIGAN WATER SYSTEMS OF MOBILE	259.20
80	DADE PAPER & BAG CO	6,210.13
81	DAIRY FRESH OF AL	366.43
82	DANNY'S HYDRAULICS	85.95
83	DAPHNE SEARCH & RESCUE UNIT	4,909.56
84	DAPHNE YOUTH PROGRAM, CITY OF	2,011.03
85	DAPHNE, CITY OF	33,162.00
86	DAVIS, AMY	32.00
87	DAVIS, JOSEPH LEE III	480.03
88	DAVISON OIL COMPANY INC	1,146.19

**Baldwin County Commission  
Accounts Payable Payments  
March 17, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
89	DAWN HOUSE	2,011.04
90	DELTA COMPUTER SYSTEMS INC	14,915.00
91	DEWBERRY ENGINEERS INC	21,137.09
92	DICKSON, ROBERT	16.00
93	DISTRICT ATTORNEY'S OFFICE	26,354.70
94	DIVERSIFIED COMPUTER SERVICES LLC	750.00
95	DRYDEN, BETTY JEAN	8.63
96	EASTERN SHORE ANIMAL CLINIC	310.00
97	ELBERTA, TOWN OF	71,254.63
98	ELECTION SYSTEMS & SOFTWARE INC	4,160.70
99	ELLIOTT, THOMAS CHRISTOPHER	157.49
100	EMPIRE TRUCK SALES INC	641.06
101	EMPLOYMENT SCREENING SERVICE INC	586.25
102	EQUIPMENT SALES CO	4,490.43
103	EUROTECH SEATING	1,410.20
104	EVANS MFG	6,755.00
105	EXPRESS OIL CHANGE -FOLEY	61.18
106	EXPRESS OIL CHANGE -ROBERTSDALE	156.38
107	FAIRHOPE YOUTH PROGRAM, CITY OF	2,011.04
108	FAIRHOPE, CITY OF	24,960.00
109	FASTENAL	427.26
110	FAY, DONNA	30.00
111	FEDEX	71.29
112	FERGUSON ENTERPRISES INC	112.84
113	FLEETPRIDE	4,389.75
114	FLORES & ASSOCIATES	859.75
115	FOLEY HOSPITAL CORP	14,158.71
116	FOLEY YOUTH PROGRAM, CITY OF	2,011.04
117	FOLEY, CITY OF	15,180.00
118	FOUNTAIN CORRECTIONAL FACILITY	945.00
119	FRANCEZ, BARBARA	32.00
120	GALL'S LLC	1,130.00
121	GCIS SUPPLY CO/GULF COAST IND SERV SUP	480.00
122	GERBER, JUDITH FAYE	28.00
123	GERBER, KENT ANTHONY	8.00
124	GIDDENS, REGINA L	131.10
125	GILMORE SERVICES	19.76
126	GRAPHIC DATA CO	2,035.00
127	GREEN, JERRY R	215.97
128	GRIFFIN, TYLER	16.00
129	GROCERY SUPPLY COMPANY	32.40
130	GUARDIAN RFID	1,375.80
131	GULF COAST COMMERCIAL MULTIPLE LISTING	1,320.00
132	GULF COAST NEWSPAPERS	263,071.48

**Baldwin County Commission  
Accounts Payable Payments  
March 17, 2020**

<b>Vendor Summary</b>		<b>Totals</b>
133	GULF COAST TRUCK & EQUIPMENT CO	297.06
134	GULF SHORES BOARD OF EDUCATION	40,324.83
135	GULF SHORES, CITY OF	10,088.00
136	GULF STATES DISTRIBUTORS	1,528.50
137	GWYNN, HEATHER A	59.00
138	HAND, CRYSTAL D	16.00
139	HARPER, EDDIE DEWAYNE	152.50
140	HARRISON, AMADA G	34.16
141	HARVEY, SHANNON JANELLE	122.48
142	HDR INC	6,780.00
143	HENDERSON, KENDEL DYETT	73.60
144	HI-LINE - FOR PURCHASE ORDERS	1,065.10
145	HILL'S PET NUTRITION INC	761.37
146	HOLLAND'S PAINT & BODY	1,872.70
147	HOWARD, VICKY J	42.29
148	HUGHES, PRESTON W	16.00
149	HUNT, SHARON J	21.55
150	HUNTER SECURITY INC	812.00
151	HURLEY, MARY	30.00
152	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	501.00
153	INFIRMARY OCCUPATIONAL HEALTH PC	2,019.00
154	INGENUITY INC	3,500.00
155	INTERNATIONAL ASSN OF ASSESSING OFFICERS	645.00
156	J&R SYSTEM INTEGRATION LLC/SECURITY 101	736.00
157	JACE CHANDLER	26,795.00
158	JACKSON, MIKYONG S	52.80
159	JAYJOHN, WILMA L	28.00
160	JEFFORDS, ALFREDA LOUISE	84.00
161	JJM FOOD SERVICE, LLC	754.74
162	JOHNSON WELL DRILLING LLC	4,558.00
163	JOHNSON, CAROL & WESLEY JR	16.00
164	JOHNSON, JAMES B	7,758.77
165	JOHNSON, NADINE	9.60
166	JOHNSON, TABATHA	30.00
167	JUBILEE ACE HOME CENTER	28.47
168	JUBILEE GLASS LLC	285.00
169	JUBILEE SPECIALTIES, INC.	3,065.90
170	JUVENILE DETENTION FACILITY	29,495.17
171	KAISERCOMM INC	58.00
172	KATOM RESTAURANT SUPPLY INC	4,898.02
173	KEET CONSULTING SERVICES LLC	5,950.00
174	KEITH MAP SERVICE	69.90
175	KENWORTH OF ALABAMA	22,556.88
176	KING, TRACY RENEE	264.51

**Baldwin County Commission  
Accounts Payable Payments  
March 17, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
177	KINGS III OF AMERICA INC	245.70
178	KOPF, JENNY & DAVID	16.00
179	LAKEPOINT STATE PARK & LODGE	1,077.20
180	LIFEGUARD AMBULANCE SERVICE	429.89
181	LILLIAN VETERINARY HOSPITAL	868.00
182	LOVE, ARMONDO JAMES	275.00
183	LOWER ALABAMA SEARCH & RESCUE	4,909.56
184	LOWE'S - DAPHNE	1,088.51
185	LOWE'S FOLEY	497.96
186	LOXLEY CWC GENERAL FUND	2,490.00
187	LOXLEY, TOWN OF	2,696.00
188	LUDKE, SALLY MORGAN	27.32
189	MAC'S AUTOGLASS LLC	1,355.00
190	MAGNOLIA SPRINGS, TOWN OF	1,446.00
191	MANAGING RESULTS, LLC	5,687.43
192	MASON COMPANY LLC, THE	7,199.75
193	MASON, TAMMY M	329.35
194	MCCOLLUM, CLIFFORD SIM	572.12
195	MCCRORY & WILLIAMS INC	9,496.25
196	MCCURDY, ALLISON	32.00
197	MCDONALD, GRETCHEN	125.00
198	MCELHENNEY CONSTRUCTION CO LLC	54,820.99
199	McGRIFF TIRE CO INC	11,764.89
200	MCMURRY, BRYCE	30.00
201	MCPHERSON OIL CO INC/DBA FUELMAN	3,573.77
202	MERCHANTS FOODSERVICE	72.70
203	MILE HIGH SHOOTING ACCESSORIES LLC	1,442.00
204	MILLER, DANIELLE	32.00
205	MOBILE ASPHALT CO LLC	102,792.06
206	MOBILE PRESS REGISTER	1,141.46
207	MOBILE PRESS REGISTER	82.00
208	MOTT MACDONALD CONSULTANTS INC	13,053.01
209	MSC INDUSTRIAL DIRECT CO INC	743.00
210	MULBACK, TIFFANY	16.00
211	MWI ANIMAL HEALTH	2,127.98
212	NATIONAL AUTO FLEET GROUP	244,382.16
213	NAVIGATION ELECTRONICS INC	552.03
214	NEEL-SCHAFER INC	4,338.94
215	NELSON, WENDY & ADAMS, CHRISTOPHER	14.00
216	NIX, JAMES PHELAN JR	4,133.33
217	NORMAN LINEBACK	3,700.00
218	NORTH BALDWIN INFIRMARY	38,896.04
219	NORTH BALDWIN SHERIFF'S SEARCH & RESCUE	4,909.56
220	OFFICE ENVIRONMENTS INC	6,446.92



**Baldwin County Commission  
Accounts Payable Payments  
March 17, 2020**

<b>Vendor Summary</b>		<b>Totals</b>
221	OGDEN INVESTMENTS LLC	16.00
222	ONCELL SYSTEMS INC	6,309.00
223	ORANGE BEACH, CITY OF	42,784.76
224	O'REILLY AUTO PARTS	5,416.64
225	OTK ARCHITECTURE, LLC	10,041.98
226	PARKER, EARL/UNKNOWN BLUEGRASS BAND	400.00
227	PARMER, SHERRI L	312.80
228	PARTNERS MANAGING GENERAL UNDERWRITERS	67,981.26
229	PATTERSON, ADDISON	32.00
230	PEACHES'N CLEAN	1,858.00
231	PEEBLES E L	8.00
232	PEPPER, CARRIE	21.00
233	PERDIDO BEACH, TOWN OF	1,162.00
234	PEREGRINE SERVICES INC	56,000.00
235	PERRIGAN, JERRY	19.06
236	PETROLEUM TRADERS CORPORATION	62,809.02
237	PH & J ARCHITECTS INC	151,726.66
238	PHILLIPS, JAMES	32.00
239	PHOENIX RESEARCH INDUSTRIES INC	198.76
240	PIMPERL, DAVID B	1,275.00
241	PINE REST FUNERAL HOME	475.00
242	POPE CONTRACTING INC	39,268.73
243	POSTMARK INK	101.20
244	POWER SYSTEMS OF MS	47,447.00
245	PRINT SHOP, THE	1,695.00
246	QUADIENT LEASING USA, INC.	1,020.78
247	RACINE'S FEED GARDEN & SUPPLY INC	1,594.00
248	REEVES, EMILY E	13.11
249	REGIONS BANK CORP TRUST	788,517.51
250	REHM ANIMAL CLINIC AT TIMBER RUN	789.22
251	REPUBLIC SERVICES	1,506.70
252	REVENUE SOLUTIONS INC	1,125.00
253	RIVERA-DIAZ, FREDDY	16.00
254	ROBERTSDALE AUTO PARTS INC	2,112.21
255	ROBERTSDALE POWER EQUIPMENT	1,558.53
256	ROBERTSDALE, CITY OF	7,564.00
257	ROUTEMATCH SOFTWARE INC	20,200.00
258	RUSH TRUCK CENTER	1,578.60
259	RUSSUM, DANNY	30.00
260	SANDERS, EDWARD ALAN JR	143.20
261	SANDY SANSING FORD	49.66
262	SAWYER, MICHAEL & MACONICA	44.00
263	SCANNING AMERICA INC	6,308.86
264	SCHROEDER, RICHARD	48.00

**Baldwin County Commission  
Accounts Payable Payments  
March 17, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
265	SCOTT, ARIANNA	16.00
266	SCOTT, ERIC MCDOWELL	84.00
267	SCOTT, RUBY	32.00
268	SCS FIELD SERVICES	11,827.58
269	SHERWIN WILLIAMS - SPANISH FORT	52.00
270	SHERWIN-WILLIAMS CO - FOLEY	52.70
271	SHOOTS, TANZIE SLEDGE	320.16
272	SIBLEY, JANICE ERNIECE	112.00
273	SILVERHILL, TOWN OF	1,232.00
274	SISLAK, SARAH HART	32.20
275	SMITH, CHARLOTTE K	115.50
276	SMITH, ELVIE VIOLETTA	129.55
277	SMITH, JODIE M	85.11
278	SMITH, LINDA T	4.00
279	SOUTH ALABAMA REGIONAL	9,276.50
280	SOUTH ALABAMA VENDING CO	145.00
281	SOUTHDATA INC	7,396.58
282	SOUTHEASTERN EQUIPMENT CO	2,902.52
283	SOUTHERN CHEVROLET	918.75
284	SOUTHERN FIRE & SAFETY INC	1,914.00
285	SOUTHERN PIPE & SUPPLY - FAIRHOPE	178.73
286	SOUTHERN TIRE MART	860.78
287	SPANISH FORT, CITY OF	136,654.31
288	SPEED JEWELER INC	50.00
289	STAN, BETTY	3.00
290	STAPLES CONTRACT & COMMERCIAL, INC.	13,578.11
291	STAPLETON, BEVERLY JOANNE	125.00
292	STEIGERWALD, ROBERT	32.00
293	STOCKTON EQUIPMENT CO	34.40
294	STONE, NORBORNE	16.00
295	STOP STICK, LTD	60,772.80
296	STUART CONSTRUCTION, LLC	317,974.50
297	SUMMERDALE, TOWN OF	1,310.00
298	SUNSOUTH LLC	19.06
299	SWARTZWELDER, ARLENE	20.00
300	SWEAT TIRE - BAY MINETTE	2,112.84
301	SWEAT TIRE - ROBERTSDALE	481.87
302	SYMBOL HEALTH SOLUTIONS LLC	90,771.57
303	SYN-TECH SYSTEMS INC	519.00
304	TAB PRODUCTS CO, LLC/DBA GBS	141.71
305	TAYLOR, JEAN Y.	3.96
306	THOMAS HOSPITAL	30,676.70
307	THOMAS, DENNIS L	48.00
308	THOMAS, PERRY	125.00

**Baldwin County Commission  
Accounts Payable Payments  
March 17, 2020**

<b>Vendor Summary</b>		<b>Totals</b>
309	THOMPSON ENGINEERING	10,324.88
310	THOMPSON TRACTOR CO	583,395.24
311	TOLBERT, JENNIFER	16.00
312	TRANE-MOBILE PARTS CENTER	103.95
313	TRANSUNION RISK & ALTERNATIVE	491.20
314	TSA INC	1,850.00
315	TWO-WAY COMMUNICATIONS INC	6,583.33
316	TYLER TECHNOLOGIES, INC.	8,960.95
317	UNIFORMS AND MORE LLC	21.00
318	UNIFY INC	3,240.00
319	UNIV AUBURN-GOVERNMENTAL SERVICES	3,675.00
320	VALVERDE, JONATHAN & MOORE, PAIGE	30.00
321	VAN SCOYOC ASSOCIATES	9,500.00
322	VAUTRIN, IRMA	2.00
323	VLAHOS, PHILLIP & LAUREN	30.00
324	VULCAN MATERIALS CO	70,994.85
325	W W GRAINGER	9,443.17
326	WAL-MART SUPERCENTER	198.57
327	WALTER CRAIG, LLC	2,328.60
328	WALTON, HELEN DEAS	35.08
329	WALZ, BRENDA J	96.60
330	WASTE MANAGEMENT OF AL-MOBILE	1,326.83
331	WASTE PRO OF FLORIDA	199.57
332	WEBSTER, LARRY	9.60
333	WEINBERGER, JANET	20.60
334	WESCO - FOLEY	129.91
335	WESCO DISTRIBUTION	668.53
336	WEST GROUP PAYMENT CENTER	1,320.47
337	WHITE, BLAIR	32.00
338	WHITE, DONALD E JR	16.00
339	WIGGINS, GWENDOLYN J	20.80
340	WILKINS MILLER, LLC	4,852.00
341	WILKINS, BANKESTER, BILES & WYNNE P.A.	125.00
342	WILLIAMS, LISA S	40.83
343	WILSON, LEAH	1.20
344	WILSON, WILLIAM	32.00
345	WILSON'S SERVICE CENTER	130.00
346	WOOD FRUITTICHER GROCERY CO INC	350.44
347	WRIGHT, VONCEIL H	16.00
348	WRIGHTS MOTOR PARTS INC	824.23
349	ZEP MANUFACTURING COMPANY	1,757.62
<b>Grand Total</b>		<b>5,381,259.88</b>

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
105	JUVENILE DETENTION FACILITY	251 9370264	00001	29,495.17			29,495.17
5901	SMITH, ELVIE VIOLETTA	251 5801950	00001	129.55			129.55
10045	ALABAMA AUTO - TIRES -DAPHNE	251 6260002	00001	2,079.88			2,079.88
10307	BALDWIN CNTY SHERIFF'S BOYS RA		00001	2,011.04			2,011.04
14011	BUILDERS HARDWARE & SUPPLY CO251	9372361PH	00001	317.61			317.61
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00001	184.55			184.55
14084	BOB BARKER CO INC - PO'S		00001	1,302.54			1,302.54
14132	BALDWIN YOUTH SERVICES		00001	4,957.79	4,957.79		
14523	BALDWIN CNTY HISTORICAL COMMIS		00001	1,000.00			1,000.00
14534	BALDWIN LOCKSMITH LLC *	251 9434291	00001	382.50			382.50
14553	BALDWIN CNTY ECONOMIC DEVELOP	251 9472445	00001	1,983.19	1,983.19		
14567	BALDWIN CNTY FAMILY VIOLENCE P		00001	2,011.04			2,011.04
14572	CINDY HABER CENTER INC		00001	8,379.31			8,379.31
19009	CAMPBELL HARDWARE & SUPPLY CO51	9472291	00001	244.40			244.40
19295	ORANGE BEACH, CITY OF		00001	35,216.76			35,216.76
21127	DISTRICT ATTORNEY'S OFFICE		00001	2,354.70	2,354.70		
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00001	9,980.00			9,980.00
25040	COASTAL AL COM COLLEGE (FAULKN		00001	12,022.66	12,022.66		
27022	GULF COAST NEWSPAPERS		00001	262,341.56			262,341.56
27263	GALL'S LLC	334 649 3678	00001	1,130.00			1,130.00
27671	SPANISH FORT, CITY OF	251 6264884	00001	125,808.31			125,808.31
27674	COMPLETE JANITORIAL SERVICE	251 9451035	00001	1,410.00			1,410.00
32419	HUNTER SECURITY INC	251 6265112	00001	762.00			762.00
36020	INTERNATIONAL ASSN OF ASSESSIN		00001	645.00			645.00
40026	NORTH BALDWIN INFIRMARY		00001	38,896.04			38,896.04
40033	MOBILE PRESS REGISTER (ADS)		00001	215.31			215.31
41646	FEDEX		00001	44.48			44.48
47503	PH & J ARCHITECTS INC	334 2658781	00001	151,726.66			151,726.66
51005	ELECTION SYSTEMS & SOFTWARE IN800	2924679	00001	4,160.70			4,160.70
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00001	15.58			15.58
54037	SOUTH ALABAMA REGIONAL	334 4336541	00001	1,132.24			1,132.24
54042	SWEAT TIRE - ROBERTSDALE		00001	42.99			42.99
54317	AL STATE DEPT OF REVENUE		00001	1.25			1.25
54762	JUBILEE SPECIALTIES, INC.	251 621 9811	00001	3,065.90			3,065.90
55301	GROCERY SUPPLY COMPANY (R)	904 469-8691	00001	32.40			32.40
57203	ELBERTA, TOWN OF		00001	70,150.63			70,150.63
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00001	5,583.33			5,583.33
57316	THOMAS HOSPITAL		00001	30,676.70			30,676.70
62738	REEVES, EMILY E	251 9866636	00001	13.11			13.11
64733	SMITH, JODIE M	251 9375039	00001	85.11			85.11



Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00001	144.65			144.65
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	668.53			668.53
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00001	214.99			214.99
66034	BALDWIN CNTY HUMAN RESOURCES D		00001	670.35			670.35
66290	WILSON'S SERVICE CENTER		00001	130.00			130.00
66357	WASTE MANAGEMENT OF AL-MOBILE		00001	251.20			251.20
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00001	1,218.00	1,218.00		
74317	PEACHES'N CLEAN	251 621-0066	00001	1,858.00			1,858.00
75900	HUNT, SHARON J	334 9289034	00001	21.55			21.55
79396	BEHAVIORAL HEALTH SYSTEMS INC		00001	1,163.35			1,163.35
79441	GIDDENS, REGINA L	251 9474057	00001	131.10			131.10
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	4,638.39	98.34-		4,736.73
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00001	28.90			28.90
87716	LOWE'S FOLEY - 057700034	9705307	00001	387.40			387.40
92208	CARE HOUSE INC		00001	5,027.58			5,027.58
94060	CHUCK STEVENS AUTO INC		00001	49.61			49.61
94182	BAY MINETTE YOUTH PROGRAM		00001	2,011.04			2,011.04
94932	EXPRESS OIL CHANGE -FOLEY	251 9437524	00001	61.18			61.18
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00001	846.64			846.64
96663	BALDWIN GULF COAST PEST CONTR	251 9373331	00001	210.00	210.00		
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00001	1,660.61			1,660.61
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00001	975.00			975.00
99611	SOUTH ALABAMA VENDING CO	251 3688997	00001	145.00			145.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	12,031.63			12,031.63
104053	NORTH BALDWIN SHERIFF'S SEARCH	251 937-3188	00001	4,909.56			4,909.56
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00001	122.25			122.25
104871	LOWER ALABAMA SEARCH & RESCUE		00001	4,909.56			4,909.56
105048	BALDWIN CNTY SOLID WASTE	251 9888125	00001	1,048.36			1,048.36
107220	KEET CONSULTING SERVICES LLC	205 6209843	00001	750.00			750.00
111464	ACCA LIABILITY SELF INSURANCE		00001	5,386.12			5,386.12
111641	DAWN HOUSE (CIGARETTE TAX)		00001	2,011.04			2,011.04
114112	PINE REST FUNERAL HOME		00001	475.00			475.00
115852	DADE PAPER & BAG CO	251 9641500	00001	5,087.68	59.13-		5,146.81
116644	DAPHNE SEARCH & RESCUE UNIT		00001	4,909.56			4,909.56
116898	CHARM-TEX INC	800 2213147/105	00001	977.90			977.90
118519	WALZ, BRENDA J	251 5804819	00001	96.60			96.60
120256	AIR SPECIALITY, INC.	251 649.0701	00001	6,107.00			6,107.00
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00001	156.38			156.38
131043	REVENUE SOLUTIONS INC	410 5319832	00001	1,125.00			1,125.00
133591	AMERSON ROOFING INC		00001	7,610.00			7,610.00

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
135466	VAN SCOYOC ASSOCIATES	202 6381950	00001	9,500.00				9,500.00
136207	SHERWIN WILLIAMS - SPANISH FOR		00001	52.00				52.00
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00001	37,568.39				37,568.39
136872	LOWE'S - DAPHNE	6217620	00001	650.87				650.87
139782	INDUSTRIAL/ORGANIZATIONAL SOL	888 784.1290	00001	501.00				501.00
144670	GREEN, JERRY R	251 6220259	00001	215.97				215.97
146931	ALABAMA ASSN OF FLOODPLAIN MAN		00001	160.00				160.00
148734	AIRGAS USA, LLC - PO'S		00001	124.89				124.89
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIBSON	00001	391.00				391.00
154499	SOUTHERN PIPE & SUPPLY - FAIRH	251 9900786	00001	178.73				178.73
156427	DAPHNE YOUTH PROGRAM, CITY OF		00001	2,011.03				2,011.03
156435	FOLEY YOUTH PROGRAM, CITY OF		00001	2,011.04				2,011.04
156443	FAIRHOPE YOUTH PROGRAM, CITY O		00001	2,011.04				2,011.04
157294	ADAMS AND REESE LLP	504 5813234	00001	6,000.00				6,000.00
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	103.95				103.95
159329	BALDWIN CNTY CORONER'S OFFICE		00001	10,236.86				10,236.86
159556	FASTENAL - SUMMERDALE	9476002	00001	427.26				427.26
160995	KINGS III OF AMERICA INC	800 3546473	00001	245.70				245.70
162616	SWEAT TIRE - BAY MINETTE	5808473	00001	1,815.83				1,815.83
164321	JUBILEE GLASS LLC	7161195	00001	285.00				285.00
166975	TSA INC	205 7339111	00001	1,850.00				1,850.00
171635	PARMER, SHERRI L	251 9376620	00001	312.80				312.80
174473	WASTE PRO OF FLORIDA	850 4740800	00001	199.57				199.57
175548	BYRD, BRANDY R	251 2321417	00001	48.37				48.37
180378	GRAPHIC DATA CO	850 455-8060	00001	2,035.00				2,035.00
180505	CHUCK STEVENS CHEVROLET	251 937 1500	00001	118.98				118.98
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00001	60,837.71				60,837.71
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	5,416.64	58.98-			5,475.62
181852	ALTA POINTE HEALTH SYSTEMS INC	251 450 5901	00001	39,480.00				39,480.00
182049	GWYNN, HEATHER A	251 643-5348	00001	59.00				59.00
182168	MASON, TAMMY M	251 2698935	00001	329.35				329.35
183151	SHOOTS, TANZIE SLEDGE	251 625-2384	00001	320.16				320.16
183649	REPUBLIC SERVICES #986		00001	1,235.00				1,235.00
183743	TRANSUNION RISK & ALTERNATIVE		00001	48.60				48.60
184294	PRINT SHOP, THE	251 937 1772	00001	655.00				655.00
184675	SIBLEY, JANICE ERNIECE	251 284-6407	00001	112.00				112.00
185029	HARRISON, AMADA G	251 458-3543	00001	34.16				34.16
185252	AUTO ZONE - ROBERTSDALE	BCC	00001	39.99				39.99
185396	MAC'S AUTOGLASS LLC	251 228 2744	00001	1,110.00				1,110.00

Supplier			Co	Balance Open	Aging			
Number	Name	Phone Number			Current	1 - 0	Over 0	
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	6,023.51				6,023.51
185636	SHERWIN-WILLIAMS CO - FOLEY -		00001	52.70				52.70
185711	GILMORE SERVICES	850 434-1054	00001	19.76				19.76
186268	LIFEGUARD AMBULANCE SERVICE		00001	429.89				429.89
186870	BLUE SHEET, THE		00001	143.00	13.00-			156.00
187136	UNIFY INC		00001	3,240.00				3,240.00
187344	CINTAS - UNIFORMS		00001	1,061.82				1,061.82
187742	WILLIAMS, LISA S	251 490-5217	00001	40.83				40.83
187807	PIMPERL, DAVID B	251 895 6925	00001	1,275.00				1,275.00
188058	JACKSON, MIKYONG S	251 404-6312	00001	52.80				52.80
188082	HARVEY, SHANNON JANELLE	251 654-7987	00001	122.48				122.48
188242	FLORES & ASSOCIATES	704 335-8211	00001	859.75				859.75
188260	GUARDIAN RFID	612 382 1355	00001	1,375.80				1,375.80
188437	UNIFORMS AND MORE LLC	251 947 5919	00001	21.00				21.00
188439	OFFICE ENVIRONMENTS INC (R)		00001	6,446.92				6,446.92
188753	LUDKE, SALLY MORGAN	251 751-3693	00001	27.32				27.32
189627	DAVIS, JOSEPH LEE III	251 769-5914	00001	480.03				480.03
189759	INGENUITY INC		00001	3,500.00				3,500.00
189973	KATOM RESTAURANT SUPPLY INC		00001	4,898.02				4,898.02
190747	KING, TRACY RENEE	251 752-4535	00001	264.51				264.51
190876	CROOK SEPTIC SERVICE, LLC	251 937 6385	00001	500.00				500.00
190884	TYLER TECHNOLOGIES, INC.	800 772 2260	00001	8,960.95				8,960.95
191107	OTK ARCHITECTURE, LLC	251 270 6401	00001	10,041.98				10,041.98
191485	HARPER, EDDIE DEWAYNE	251 923-6618	00001	152.50				152.50
191592	LOVE, ARMONDO JAMES	251 382-7548	00001	275.00				275.00
191643	MANAGING RESULTS, LLC	865 567 5192	00001	5,687.43				5,687.43
191804	TAB PRODUCTS CO, LLC/DBA GBS	920 387 3131	00001	141.71				141.71
191808	FOLEY HOSPITAL CORP (R)		00001	14,158.71				14,158.71
191811	STUART CONSTRUCTION, LLC	251 937 9594	00001	317,974.50				317,974.50
191893	SPEED JEWELER INC (R)		00001	50.00				50.00
191945	JJM FOOD SERVICE, LLC (R)		00001	754.74				754.74
191947	QUADIENT LEASING USA, INC.		00001	1,020.78				1,020.78
50000905	STAPLETON, BEVERLY JOANNE	251 928-8101	00001	125.00				125.00
50020371	THOMAS, PERRY		00001	125.00				125.00
74050863	MCDONALD, GRETCHEN		00001	125.00				125.00
	General Fund		00001	1,471,380.03	22,516.89			1,448,863.14
19031	ROBERTSDALE, CITY OF (UTILITIE		00102	7,564.00				7,564.00
19049	FOLEY, CITY OF		00102	15,180.00				15,180.00
19144	GULF SHORES, CITY OF		00102	10,088.00				10,088.00
19244	BAY MINETTE, CITY OF		00102	15,640.00				15,640.00

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
19267	DAPHNE, CITY OF		00102	33,162.00			33,162.00
19295	ORANGE BEACH, CITY OF		00102	7,568.00			7,568.00
21127	DISTRICT ATTORNEY'S OFFICE		00102	24,000.00			24,000.00
27671	SPANISH FORT, CITY OF	251 6264884	00102	10,846.00			10,846.00
57007	SILVERHILL, TOWN OF (UTILITIES		00102	1,232.00			1,232.00
57202	SUMMERDALE, TOWN OF		00102	1,310.00			1,310.00
57203	ELBERTA, TOWN OF		00102	1,104.00			1,104.00
120846	FAIRHOPE, CITY OF *		00102	24,960.00			24,960.00
123924	LOXLEY, TOWN OF (MISC.)		00102	2,696.00			2,696.00
134332	MAGNOLIA SPRINGS, TOWN OF		00102	1,446.00			1,446.00
160805	PERDIDO BEACH, TOWN OF		00102	1,162.00			1,162.00
	Health Tax Fund		00102	157,958.00			157,958.00
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00103	8.04			8.04
	County Transportation Fund		00103	8.04			8.04
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00104	45.00	45.00		
183402	ELLIOTT, THOMAS CHRISTOPHER	251 366-5400	00104	157.49			157.49
183649	REPUBLIC SERVICES #986		00104	24.70			24.70
185594	STAPLES CONTRACT & COMMERCIAL803	333 8496	00104	11.08			11.08
190185	MCCOLLUM, CLIFFORD SIM	334 524-9805	00104	572.12			572.12
	Legislative Del Off Fund		00104	810.39	45.00		765.39
14011	BUILDERS HARDWARE & SUPPLY CO251	9372361PH	00105	11.13			11.13
14084	BOB BARKER CO INC - PO'S		00105	627.85			627.85
54037	SOUTH ALABAMA REGIONAL	334 4336541	00105	2,373.74			2,373.74
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00105	374.00	374.00		
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00105	1.42			1.42
99320	INFIRMARY OCCUPATIONAL HEALTHB34	4333781	00105	63.00			63.00
102111	DAIRY FRESH OF AL (DOTHAN)	334 7925114	00105	366.43			366.43
104310	EMPLOYMENT SCREENING SERVICE866	8590143	00105	74.75			74.75
135520	WOOD FRUITTICHER GROCERY CO I800	4894550	00105	350.44			350.44
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00105	1,277.25			1,277.25
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIBSON	00105	345.00			345.00
156566	MERCHANTS FOODSERVICE	800 8443663	00105	72.70			72.70
183225	BAY TIRES - BAY MINETTE	251 580 5022	00105	47.00			47.00
185594	STAPLES CONTRACT & COMMERCIAL803	333 8496	00105	106.85			106.85
	Juvenile Detention Fac Fund		00105	6,091.56	374.00		5,717.56
54037	SOUTH ALABAMA REGIONAL	334 4336541	00106	283.60			283.60
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00106	45.00	45.00		
85307	WAL-MART SUPERCENTER *	251 9375558	00106	198.57			198.57
182858	CHESTANG, SHERRY L		00106	500.00			500.00



Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
184294	PRINT SHOP, THE	251 937 1772	00106	1,040.00			1,040.00
186377	PARKER, EARL/UNKNOWN BLUEGRASS		00106	400.00			400.00
188659	AARON MEDIA SERVICES	251 272 0089	00106	12,000.00			12,000.00
191949	ONCELL SYSTEMS INC		00106	6,309.00			6,309.00
	Baldwin Co Archives Fund		00106	20,776.17	45.00		20,731.17
10432	ADT SECURITY SERVICES INC ***		00109	58.89			58.89
14006	BLOSSMAN GAS - FOLEY	251 9435759	00109	92.09			92.09
14018	BAY MINETTE ANIMAL CLINIC	251 9377540	00109	681.00			681.00
14044	BALDWIN ANIMAL CLINIC PC		00109	139.00			139.00
25033	EASTERN SHORE ANIMAL CLINIC		00109	310.00			310.00
41726	ANIMAL CARE EQUIP & SERVICES (	800 338-2237	00109	1,035.41			1,035.41
54037	SOUTH ALABAMA REGIONAL	334 4336541	00109	700.40			700.40
55757	ALABAMA ANIMAL CONTROL ASSN		00109	300.00			300.00
68427	LILLIAN VETERINARY HOSPITAL		00109	868.00			868.00
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00109	73.90			73.90
87716	LOWE'S FOLEY - 057700034	9705307	00109	70.79			70.79
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00109	21.60			21.60
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00109	103.00			103.00
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00109	79.75			79.75
105435	CINTAS FIRST AID & SAFETY	251 4437301	00109	55.12			55.12
115852	DADE PAPER & BAG CO	251 9641500	00109	186.38			186.38
174481	MASON COMPANY LLC, THE	800 5435567	00109	7,199.75			7,199.75
180996	PHOENIX RESEARCH INDUSTRIES IN	770 455 7310	00109	198.76			198.76
187344	CINTAS - UNIFORMS		00109	381.79			381.79
187817	MWI ANIMAL HEALTH	800 762 4800/2485	00109	2,127.98	.06-		2,128.04
188391	HILL'S PET NUTRITION INC		00109	761.37			761.37
	Animal Shelter		00109	15,444.98	.06-		15,445.04
10225	UNIV AUBURN-GOVERNMENTAL SERV	800 8444782/HALEYCT R	00111	3,675.00			3,675.00
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00111	20.27			20.27
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00111	183.60			183.60
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00111	187.35			187.35
25048	EQUIPMENT SALES CO	251 9375313	00111	2,227.32			2,227.32
27022	GULF COAST NEWSPAPERS		00111	667.20			667.20
39007	KEITH MAP SERVICE		00111	69.90			69.90
40033	MOBILE PRESS REGISTER (ADS)		00111	719.08			719.08
40437	MCCRORY & WILLIAMS INC		00111	9,496.25			9,496.25
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	43,336.84	1,095.56-		44,432.40
43932	EVANS MFG	251 6336008	00111	3,697.00			3,697.00
48268	POPE CONTRACTING INC		00111	39,268.73			39,268.73

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
48928	BALDWIN SIGNS	251 6260572	00111	2,195.00			2,195.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	443.65			443.65
54042	SWEAT TIRE - ROBERTSDALE		00111	160.98			160.98
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00111	574.36			574.36
54317	AL STATE DEPT OF REVENUE		00111	2.50			2.50
57071	THOMPSON TRACTOR CO	334 6265100	00111	1,147.68			1,147.68
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00111	641.06			641.06
64821	DANNY'S HYDRAULICS	3349701713	00111	85.95			85.95
65201	VULCAN MATERIALS CO - PO'	251 6256681	00111	70,994.85	49.19-		71,044.04
65373	AUTO ZONE - BAY MINETTE	334 937-1788	00111	135.84			135.84
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00111	511.73			511.73
66357	WASTE MANAGEMENT OF AL-MOBILE		00111	642.46			642.46
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00111	45.00	45.00		
79396	BEHAVIORAL HEALTH SYSTEMS INC		00111	246.59			246.59
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	4,210.26			4,210.26
87716	LOWE'S FOLEY - 057700034	9705307	00111	20.80			20.80
94060	CHUCK STEVENS AUTO INC		00111	382.50			382.50
95071	FLEETPRIDE - PO	251 4382489	00111	307.20			307.20
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00111	910.98			910.98
95775	GCIS SUPPLY CO/GULF COAST IND	251 9437587	00111	480.00			480.00
97156	CHILDERSBURG TRUCK SERVICE INC	56 3783101	00111	376,260.00			376,260.00
98597	BALDWIN TRACTOR - PURCHASES	9474171	00111	377.63	27.63-		405.26
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00111	706.82			706.82
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00111	526.00			526.00
100474	AL STATE DEPT OF TRANSPORTATIO		00111	847.87			847.87
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00111	150.68			150.68
103350	COMMERCIAL VAN SPECIALISTS LLC	251 9642032	00111	295.00			295.00
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00111	146.50			146.50
105435	CINTAS FIRST AID & SAFETY	251 4437301	00111	149.70			149.70
111077	ASPLUNDH TREE EXPERT - SAGINAW	205 6854000	00111	2,945.40			2,945.40
114420	RUSH TRUCK CENTER - THEODORE	251 4597300	00111	1,578.60	202.64-		1,781.24
115852	DADE PAPER & BAG CO	251 9641500	00111	21.90			21.90
120432	HI-LINE - FOR PURCHASE ORDERS		00111	317.98			317.98
121857	DIVERSIFIED COMPUTER SERVICES	334 2608453	00111	750.00			750.00
123908	THOMPSON ENGINEERING-PO'S		00111	10,324.88			10,324.88
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00111	22,493.19			22,493.19
133920	C & H CONSTRUCTION SERVICES	6256892	00111	10,925.00			10,925.00
143642	JACE CHANDLER - PO'S	205 8797336	00111	26,795.00	26,795.00		
144784	LOXLEY CWC GENERAL FUND	251 9645044	00111	1,290.00			1,290.00
144792	FOUNTAIN CORRECTIONAL FACILITY		00111	945.00			945.00

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
147125	STOCKTON EQUIPMENT CO	251 5803811	00111	34.40			34.40
147897	NAVIGATION ELECTRONICS INC	800 9491446PH	00111	552.03			552.03
148734	AIRGAS USA, LLC - PO'S		00111	567.83			567.83
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	4,146.30	150.00-		4,296.30
150578	MSC INDUSTRIAL DIRECT CO INC		00111	743.00			743.00
162616	SWEAT TIRE - BAY MINETTE	5808473	00111	235.96			235.96
165673	NEEL-SCHAFFER INC	4712000	00111	4,338.94			4,338.94
180354	CERTIFIED LABORATORIES **	800 527 9929	00111	191.66			191.66
181290	WESCO - FOLEY - PO'S	251 424 1550	00111	129.91			129.91
181821	COPY PRODUCTS COMPANY		00111	1,333.15			1,333.15
182059	SUNSOUTH LLC	251 943 5091	00111	19.06			19.06
182244	COASTAL INDUSTRIAL SUPPLY	251 947 9400	00111	1,179.72			1,179.72
182509	PERRIGAN, JERRY (R)		00111	19.06			19.06
183649	REPUBLIC SERVICES #986		00111	98.80			98.80
183743	TRANSUNION RISK & ALTERNATIVE		00111	5.10			5.10
185024	NATIONAL AUTO FLEET GROUP	855 289 6572	00111	120,986.08			120,986.08
185252	AUTO ZONE - ROBERTSDALE BCC		00111	135.97			135.97
185351	HOLLAND'S PAINT & BODY		00111	1,872.70			1,872.70
185518	MCELHENNEY CONSTRUCTION CO LLC		00111	54,820.99			54,820.99
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00111	974.68			974.68
185685	DEWBERRY ENGINEERS INC	251 990 9950	00111	21,137.09			21,137.09
186504	HDR INC	251 586 6089	00111	6,780.00			6,780.00
187344	CINTAS - UNIFORMS		00111	1,572.26			1,572.26
187849	MOTT MACDONALD CONSULTANTS INC	251 343 4366	00111	13,053.01			13,053.01
187952	SCOTT, ERIC MCDOWELL	205 826-2234	00111	84.00			84.00
189977	EUROTECH SEATING	800 637-0005	00111	1,410.20			1,410.20
190464	JEFFORDS, ALFREDA LOUISE	251 605-3056	00111	84.00			84.00
190650	SOUTHERN TIRE MART	877 786 4681	00111	860.78	69.18-		929.96
	7 Cent Gasoline Tax Fund		00111	882,901.76	25,245.80		857,655.96
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00120	25.22			25.22
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00120	4,935.00			4,935.00
54037	SOUTH ALABAMA REGIONAL	334 4336541	00120	965.63			965.63
94060	CHUCK STEVENS AUTO INC		00120	153.84			153.84
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00120	12.62			12.62
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00120	1,815.86			1,815.86
105048	BALDWIN CNTY SOLID WASTE	251 9888125	00120	195.00			195.00
107220	KEET CONSULTING SERVICES LLC	205 6209843	00120	3,900.00			3,900.00
115852	DADE PAPER & BAG CO	251 9641500	00120	333.64			333.64
121216	PEREGRINE SERVICES INC	318 3254762	00120	56,000.00			56,000.00
162616	SWEAT TIRE - BAY MINETTE	5808473	00120	41.05			41.05

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
183743	TRANSUNION RISK & ALTERNATIVE		00120	157.50			157.50
184040	WALTON, HELEN DEAS	251 990-0024	00120	35.08			35.08
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00120	4,083.60			4,083.60
187222	GULF COAST COMMERCIAL MULTIPLE		00120	1,320.00			1,320.00
190637	SCANNING AMERICA INC	404 824 6633	00120	6,308.86			6,308.86
191116	WILKINS, BANKESTER, BILES & WY		00120	125.00			125.00
	Reappraisal Fund		00120	80,407.90			80,407.90
32419	HUNTER SECURITY INC	251 6265112	00140	50.00			50.00
54676	SMITH, LINDA T		00140	4.00			4.00
66357	WASTE MANAGEMENT OF AL-MOBILE		00140	132.81			132.81
78043	VAUTRIN, IRMA		00140	2.00			2.00
91459	SWARTZWELDER, ARLENE		00140	20.00			20.00
94617	CALLOWAY, NELL		00140	4.80			4.80
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00140	2.80			2.80
99320	INFIRMARY OCCUPATIONAL HEALTH	34 4333781	00140	60.00			60.00
155011	KAISERCOMM INC	866 6237694	00140	58.00			58.00
170114	PEEBLES E L		00140	8.00			8.00
180360	JAYJOHN, WILMA L		00140	28.00			28.00
182875	DRYDEN, BETTY JEAN	251 776-2195	00140	8.63			8.63
183056	GERBER, KENT ANTHONY		00140	8.00			8.00
183823	WIGGINS, GWENDOLYN J		00140	20.80			20.80
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	73.60			73.60
185112	GERBER, JUDITH FAYE		00140	28.00			28.00
185113	WILSON, LEAH		00140	1.20			1.20
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00140	211.25			211.25
187266	JOHNSON, NADINE		00140	9.60			9.60
191434	BEAUCHAMP, LARRY E		00140	75.80			75.80
191948	TAYLOR, JEAN Y.		00140	3.96			3.96
191950	STAN, BETTY		00140	3.00			3.00
191951	WEBSTER, LARRY		00140	9.60			9.60
	Council on Aging Fund		00140	823.85			823.85
19009	CAMPBELL HARDWARE & SUPPLY	CO51 9472291	00143	23.91			23.91
27022	GULF COAST NEWSPAPERS		00143	22.72			22.72
36251	JUBILEE ACE HOME CENTER	334 9906665	00143	28.47			28.47
39502	LAKEPOINT STATE PARK & LODGE		00143	1,077.20			1,077.20
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	910.50			910.50
54037	SOUTH ALABAMA REGIONAL	334 4336541	00143	3,046.74			3,046.74
66357	WASTE MANAGEMENT OF AL-MOBILE		00143	129.12			129.12
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00143	45.00	45.00		
79396	BEHAVIORAL HEALTH SYSTEMS INC		00143	180.00			180.00



Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00143	41.20			41.20
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00143	238.99			238.99
105435	CINTAS FIRST AID & SAFETY	251 4437301	00143	59.40			59.40
115852	DADE PAPER & BAG CO	251 9641500	00143	154.83			154.83
150148	ROUTEMATCH SOFTWARE INC	404 8765160	00143	20,200.00			20,200.00
185084	POWER SYSTEMS OF MS	228 818 8315	00143	47,447.00			47,447.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00143	391.38			391.38
187344	CINTAS - UNIFORMS		00143	44.32			44.32
191440	WILKINS MILLER, LLC	251 410 6700	00143	4,852.00			4,852.00
	Section 18 Fund		00143	78,892.78	45.00		78,847.78
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00144	27.07			27.07
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00144	113.93			113.93
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00144	68.01			68.01
25048	EQUIPMENT SALES CO	251 9375313	00144	1,948.50			1,948.50
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	246.42			246.42
51040	ROBERTSDALE POWER EQUIPMENT		00144	1,526.77			1,526.77
54042	SWEAT TIRE - ROBERTSDALE		00144	277.90			277.90
54317	AL STATE DEPT OF REVENUE		00144	1.25			1.25
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00144	17.87			17.87
66357	WASTE MANAGEMENT OF AL-MOBILE		00144	171.24			171.24
98597	BALDWIN TRACTOR - PURCHASES	9474171	00144	1,261.59	123.75-		1,385.34
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00144	53.20			53.20
103114	BAY UTILITY TRAILERS INC	251 9436683	00144	210.00			210.00
136872	LOWE'S - DAPHNE	6217620	00144	437.64			437.64
144784	LOXLEY CWC GENERAL FUND	251 9645044	00144	1,200.00			1,200.00
148734	AIRGAS USA, LLC - PO'S		00144	330.33			330.33
183649	REPUBLIC SERVICES #986		00144	148.20			148.20
185024	NATIONAL AUTO FLEET GROUP	855 289 6572	00144	123,396.08			123,396.08
187344	CINTAS - UNIFORMS		00144	213.24			213.24
	Parks Fund		00144	131,649.24	123.75-		131,772.99
181284	SANDY SANSING FORD	251 626 7777	00146	49.66			49.66
182056	SISLAK, SARAH HART	251 2133709	00146	32.20			32.20
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00146	339.64			339.64
	Eastern Shore Metro Planning O		00146	421.50			421.50
27181	GULF STATES DISTRIBUTORS	800 2237869	00154	1,528.50			1,528.50
108898	REHM ANIMAL CLINIC AT TIMBER R	251 9647501	00154	789.22			789.22
190131	WALTER CRAIG, LLC	334 612 7044	00154	2,328.60			2,328.60
191700	MILE HIGH SHOOTING ACCESSORIES	303 255 9999	00154	1,442.00			1,442.00
191753	STOP STICK, LTD		00154	60,772.80			60,772.80
	Federal Forfeiture Fund		00154	66,861.12			66,861.12

Supplier				Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
40589	MOBILE ASPHALT CO LLC	251 4080770	00165	59,455.22	1,467.89-			60,923.11
	Gulf Mexico EnergySec Act 2006		00165	59,455.22	1,467.89-			60,923.11
48298	POSTMARK INK	251 9281095	00180	101.20				101.20
170536	SOUTHDATA INC *	251 3437616	00180	566.05				566.05
	State Grants		00180	667.25				667.25
123781	REGIONS BANK CORP TRUST		00304	2,100.00				2,100.00
	Debt Service Fund		00304	2,100.00				2,100.00
14118	BALDWIN CNTY GENERAL FUND		00510	25,159.08				25,159.08
19009	CAMPBELL HARDWARE & SUPPLY CO	251 9472291	00510	13.14				13.14
19039	COWIN EQUIPMENT CO - MOBILE	6334020	00510	10,591.10				10,591.10
21179	DAVISON OIL COMPANY INC	334 633-4444	00510	199.89	.03-			199.92
25048	EQUIPMENT SALES CO	251 9375313	00510	314.61				314.61
27022	GULF COAST NEWSPAPERS		00510	40.00				40.00
40033	MOBILE PRESS REGISTER (ADS)		00510	207.07				207.07
41646	FEDEX		00510	26.81				26.81
43932	EVANS MFG	251 6336008	00510	3,058.00				3,058.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00510	496.06	10.29-			506.35
54464	SOUTHERN CHEVROLET-OLDS-GEO		00510	918.75				918.75
57071	THOMPSON TRACTOR CO	334 6265100	00510	582,247.56				582,247.56
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00510	1,000.00				1,000.00
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00510	142.00	142.00			
68013	SOUTHEASTERN EQUIPMENT CO/ PO	7984361	00510	2,902.52	250.00-			3,152.52
84216	W W GRAINGER - FOR PO'S	251 661-1035	00510	425.94				425.94
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00510	50.90				50.90
89762	MOBILE PRESS REGISTER (SUBSCRI		00510	82.00				82.00
95071	FLEETPRIDE - PO	251 4382489	00510	443.49				443.49
97199	RACINE'S FEED GARDEN & SUPPLY	251 9473003	00510	1,594.00				1,594.00
97682	COCA COLA BOTTLING CO-ROBERTSD		00510	890.40				890.40
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00510	388.35				388.35
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00510	126.00				126.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00510	47.77				47.77
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00510	81.50				81.50
105435	CINTAS FIRST AID & SAFETY	251 4437301	00510	110.51				110.51
107511	CDG ENGINEERS & ASSOCIATES	334 2229431	00510	4,691.25				4,691.25
115852	DADE PAPER & BAG CO	251 9641500	00510	305.70				305.70
120432	HI-LINE - FOR PURCHASE ORDERS		00510	747.12				747.12
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00510	63.69				63.69
132425	JOHNSON WELL DRILLING LLC	9555236	00510	4,558.00				4,558.00
142404	SCS FIELD SERVICES		00510	11,827.58				11,827.58
142551	FERGUSON ENTERPRISES INC - DAP	251 6212147	00510	112.84				112.84

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
149690	McGRIFF TIRE CO INC (PO'S ONL		00510	2,909.75		2,909.75
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00510	1,971.31		1,971.31
181082	SYN-TECH SYSTEMS INC	850 878 2558	00510	519.00		519.00
183592	SANDERS, EDWARD ALAN JR	251 747-6429	00510	143.20		143.20
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00510	1,135.09		1,135.09
	Solid Waste Fund		00510	660,541.98	118.32-	660,660.30
14118	BALDWIN CNTY GENERAL FUND		00511	20,680.58		20,680.58
14579	BALDWIN CNTY JUDGE OF PROBATE		00511	90.00		90.00
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00511	16.77		16.77
21179	DAVISON OIL COMPANY INC	334 633-4444	00511	946.30		946.30
27242	GULF COAST TRUCK & EQUIPMENT	634 4762744	00511	297.06		297.06
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	1,235.74		1,235.74
79396	BEHAVIORAL HEALTH SYSTEMS INC		00511	171.55		171.55
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	168.58		168.58
87716	LOWE'S FOLEY - 057700034		00511	18.97		18.97
95071	FLEETPRIDE - PO	251 4382489	00511	3,639.06	379.62-	4,018.68
97682	COCA COLA BOTTLING CO-ROBERTSD		00511	593.60		593.60
98634	MCPHERSON OIL CO INC/DBA FUELMA	800 2398882	00511	468.79		468.79
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00511	166.00		166.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00511	88.35		88.35
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00511	81.50		81.50
105435	CINTAS FIRST AID & SAFETY	251 4437301	00511	47.10		47.10
107220	KEET CONSULTING SERVICES LLC	205 6209843	00511	1,300.00		1,300.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00511	4,708.84	700.00-	5,408.84
159767	CORE COMPUTING SOLUTIONS INC		00511	4,411.30		4,411.30
162616	SWEAT TIRE - BAY MINETTE	5808473	00511	20.00		20.00
170536	SOUTHDATA INC *	251 3437616	00511	6,830.53		6,830.53
182097	BB&T-CREATIVE PAYMENT SOLUTION		00511	149.10		149.10
183743	TRANSUNION RISK & ALTERNATIVE		00511	280.00		280.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00511	301.03		301.03
191364	HOWARD, VICKY J (R)		00511	42.29		42.29
191896	WEINBERGER, JANET (R)		00511	20.60		20.60
191897	WILSON, WILLIAM (R)		00511	32.00		32.00
191898	AUTRY, HELEN (R)		00511	16.00		16.00
191899	THOMAS, DENNIS L (R)		00511	48.00		48.00
191900	STEIGERWALD, ROBERT (R)		00511	32.00		32.00
191901	RUSSUM, DANNY (R)		00511	30.00		30.00
191902	SCOTT, RUBY (R)		00511	32.00		32.00
191904	VALVERDE, JONATHAN & MOORE, PA		00511	30.00		30.00
191905	VLAHOS, PHILLIP & LAUREN (R)		00511	30.00		30.00

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
191906	NELSON, WENDY & ADAMS, CHRISTO		00511	14.00			14.00
191907	CASSTEVENS, CHAD (R)		00511	16.00			16.00
191908	BLAKENEY, BEVERLY & JOHN W (R)		00511	30.00			30.00
191909	MCMURRY, BRYCE (R)		00511	30.00			30.00
191910	JOHNSON, TABATHA (R)		00511	30.00			30.00
191911	OGDEN INVESTMENTS LLC (R)		00511	16.00			16.00
191912	HUGHES, PRESTON W (R)		00511	16.00			16.00
191913	GRIFFIN, TYLER (R)		00511	16.00			16.00
191914	FAY, DONNA (R)		00511	30.00			30.00
191915	BLACKWATER RESOURCES (R)		00511	32.00			32.00
191916	WHITE, DONALD E JR (R)		00511	16.00			16.00
191917	DAVIS, AMY (R)		00511	32.00			32.00
191918	PHILLIPS, JAMES (R)		00511	32.00			32.00
191919	HURLEY, MARY (R)		00511	30.00			30.00
191920	WRIGHT, VONCEIL H (R)		00511	16.00			16.00
191921	STONE, NORBORNE (R)		00511	16.00			16.00
191922	KOPF, JENNY & DAVID (R)		00511	16.00			16.00
191923	TOLBERT, JENNIFER (R)		00511	16.00			16.00
191924	DICKSON, ROBERT (R)		00511	16.00			16.00
191925	RIVERA-DIAZ, FREDDY (R)		00511	16.00			16.00
191926	JOHNSON, CAROL & WESLEY JR (R)		00511	16.00			16.00
191927	HAND, CRYSTAL D (R)		00511	16.00			16.00
191928	MCCURDY, ALLISON (R)		00511	32.00			32.00
191929	PEPPER, CARRIE (R)		00511	21.00			21.00
191930	WHITE, BLAIR (R)		00511	32.00			32.00
191931	SCOTT, ARIANNA (R)		00511	16.00			16.00
191932	PATTERSON, ADDISON (R)		00511	32.00			32.00
191933	MULBACK, TIFFANY (R)		00511	16.00			16.00
191935	FRANCEZ, BARBARA (R)		00511	32.00			32.00
191936	MILLER, DANIELLE (R)		00511	32.00			32.00
191937	SAWYER, MICHAEL & MACONICA (R)		00511	44.00			44.00
191942	SCHROEDER, RICHARD (R)		00511	48.00			48.00
	Solid Waste Collection Fund		00511	47,796.64	1,079.62-		48,876.26
51040	ROBERTSDALE POWER EQUIPMENT		00708	31.76			31.76
54317	AL STATE DEPT OF REVENUE		00708	1.25			1.25
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00708	149.98			149.98
79396	BEHAVIORAL HEALTH SYSTEMS INC		00708	16.70			16.70
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697	00708	64.30			64.30
98634	MCPHERSON OIL CO INC/DBA FUELS	2398882	00708	10.53			10.53
115852	DADE PAPER & BAG CO	251 9641500	00708	120.00			120.00



Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
185396	MAC'S AUTOGLASS LLC	251 228 2744	00708	245.00			245.00
187344	CINTAS - UNIFORMS		00708	32.88			32.88
	Community Corrections		00708	672.40			672.40
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00721	2,034.63			2,034.63
181821	COPY PRODUCTS COMPANY		00721	80.00			80.00
	Data Processing Fee Fund		00721	2,114.63			2,114.63
54037	SOUTH ALABAMA REGIONAL	334 4336541	00740	380.70			380.70
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00740	1,105.48			1,105.48
180834	COX, DEANNA VICICH		00740	1,200.00			1,200.00
185506	SMITH, CHARLOTTE K		00740	115.50			115.50
	Law Library Fund		00740	2,801.68			2,801.68
54083	SOUTH ALABAMA REGIONAL	251 4336541	00741	393.45	393.45		
	AAA Donations Fund		00741	393.45	393.45		
191809	NORMAN LINEBACK	336 706 7050	00780	3,700.00			3,700.00
	Donation Trust Fund		00780	3,700.00			3,700.00
186450	PARTNERS MANAGING GENERAL UNDE		00790	67,981.26			67,981.26
186451	SYMBOL HEALTH SOLUTIONS LLC		00790	90,771.57			90,771.57
	Self Insurance Trust		00790	158,752.83			158,752.83
Grand Total(s)			00790	3,853,423.40	45,875.50		3,807,547.90

..... 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		Account Description		Discount Taken		Distribution										
G/L Bank Account				00018481		Cash		Batch Number		2849503		Type	M	Date	3/11/2020		User ID	RBENSON		
PN	9205117			3/17/2020	00001	GULF SHORES BOARD OF EDUCATION		191392		32,145.92-								D		
PV	510137	00001	001	3/11/2020		3112020		SALES / USE TAX												
						Cash		00018481		32,145.92-							AA			
PN	9205117			3/17/2020	00001	GULF SHORES BOARD OF EDUCATION		191392		8,178.91-								D		
PV	510137	00001	002	3/11/2020		3112020		SALES / USE TAX												
						Cash		00018481		8,178.91-							AA			
Totals for Bank Account										40,324.83-		40,324.83-								
Totals for Batch										40,324.83-		40,324.83-								
User Total										40,324.83-		40,324.83-								
Grand Total										40,324.83-		40,324.83-								

..... 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 00018481						Cash	Batch Number	2849502								
								Type	M	Date	3/11/2020		User ID	RBENSON		
PN	9205116			3/17/2020	00105	BALDWIN CNTY BOARD OF EDUCATIO	14116				4,514.00-			D		
PV	510135	00105	001	3/11/2020		22920	JDC MEALS; FEB 2020									
						Cash	00018481						4,514.00-	AA		
PN	9205116			3/17/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116				565,751.45-			D		
PV	510136	00001	001	3/11/2020		3112020	SALES / USE TAX									
						Cash	00018481						565,751.45-	AA		
PN	9205116			3/17/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116				118,936.59-			D		
PV	510136	00001	002	3/11/2020		3112020	SALES / USE TAX									
						Cash	00018481						118,936.59-	AA		
Totals for Bank Account											689,202.04-		689,202.04-			
Totals for Batch											689,202.04-		689,202.04-			
User Total											689,202.04-		689,202.04-			
Grand Total											689,202.04-		689,202.04-			

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		M	Date	3/10/2020	User ID				
G/L Bank Account 00018481						Cash	Batch Number 2849489		Type								
PN	9205113			3/17/2020	00001	JAMES P NIX JR	191564	4,133.33-							D		
PV	510053	00001	001	3/10/2020		MAR 2020	SUPERNUMERARY; MAR 2020										
						Cash	00018481						4,133.33-		AA		
PN	9205114			3/17/2020	00001	JAMES B JOHNSON	4095	7,758.77-							D		
PV	510054	00001	001	3/10/2020		MAR 2020	SUPERNUMERARY; MARCH 2020										
						Cash	00018481						7,758.77-		AA		
PN	9205115			3/17/2020	00304	REGIONS BANK CORP TRUST	123781	63,565.83-							D		
PV	510055	00304	001	3/10/2020		3012020;2014	2014 WARRANTS; MAR 2020										
						Cash	00018481						63,565.83-		AA		
PN	9205115			3/17/2020	00304	REGIONS BANK CORP TRUST	123781	83,108.33-							D		
PV	510056	00304	001	3/10/2020		3012020;2012	2012 WARRANTS; MAR 2020										
						Cash	00018481						83,108.33-		AA		
PN	9205115			3/17/2020	00304	REGIONS BANK CORP TRUST	123781	148,132.29-							D		
PV	510057	00304	001	3/10/2020		3012020;2013	2013 WARRANTS; MAR 2020										
						Cash	00018481						148,132.29-		AA		
PN	9205115			3/17/2020	00304	REGIONS BANK CORP TRUST	123781	211,119.91-							D		
PV	510058	00304	001	3/10/2020		3012020;2020	2020 WARRANTS; MAR 2020										
						Cash	00018481						211,119.91-		AA		
PN	9205115			3/17/2020	00304	REGIONS BANK CORP TRUST	123781	280,491.15-							D		
PV	510059	00304	001	3/10/2020		3012020; 2015	2015 WARRANTS; MAR 2020										
						Cash	00018481						280,491.15-		AA		
Totals for Bank Account								798,309.61-					4,133.33-				



..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
Totals for Batch								798,309.61-	4,133.33-						
User Total								798,309.61-	4,133.33-						
Grand Total								798,309.61-	4,133.33-						



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0922, **Version:** 1

**Item #:** EA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Chief Compliance Officer

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### 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 \$2,520,045.78 (two million, five hundred twenty thousand, forty-five dollars and seventy-eight 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**  
**March 17, 2020**

Vendor Summary		Totals	Brief Description
1	ABRAM, KARLENE	125.00	Poll Worker
2	AL DEPT OF ENVIRONMENTAL MANAGEMENT	2,770.00	Permits; Hwy
3	AL STATE DEPT OF REVENUE	282.08	Payroll
4	ALABAMA CHILD SUPPORT PAYMENT CENTER	2,783.50	Payroll
5	ALEXANDER, SUELLEN	125.00	Poll Worker
6	ALLEN, ROBERT	125.00	Poll Worker
7	ALLEN,DOROTHY BOLAR	125.00	Poll Worker
8	ALLEN,RICKY LEONARD	125.00	Poll Worker
9	ALLISON,HELEN B	125.00	Poll Worker
10	ALLISON, MARY CATHERINE	125.00	Poll Worker
11	ALMAROAD,LAURA WATERS	125.00	Poll Worker
12	ANDERSON, MYRIA FAYE	125.00	Poll Worker
13	ANDERSON,MARY ELLEN	125.00	Poll Worker
14	ANDERSON,NANCY GECI	150.00	Poll Worker
15	APLIN, PATRICIA G	125.00	Poll Worker
16	ARANT, TARA	125.00	Poll Worker
17	ARCHER,OLIVETH MCCONNELL	125.00	Poll Worker
18	ARD, MARY BYRD	125.00	Poll Worker
19	ARMBRUSTER, JANELLE A	125.00	Poll Worker
20	ARNETTE, KAY VINING	125.00	Poll Worker
21	ARNETTE,DENISE L	125.00	Poll Worker
22	AT&T MOBILITY	221.78	Telephone
23	AUCOIN, JAMES	125.00	Poll Worker
24	AUSEON,DONALD E	125.00	Poll Worker
25	AUSTIN, MARGARET LOUISE	125.00	Poll Worker
26	BAKER,PHILIP LINDLEY	125.00	Poll Worker
27	BALDWIN CNTY COMMISSION - BOOTS	265.00	Payroll
28	BALDWIN CNTY COMMISSION - DENTAL	12,002.00	Payroll
29	BALDWIN CNTY COMMISSION - HEALTH	465,602.00	Payroll
30	BALDWIN CNTY SHERIFF'S OFFICE	987,192.07	Payroll; Sheriff's
31	BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
32	BALDWIN EMC	2,933.35	Utilities
33	BANKS, MELINDA B	125.00	Poll Worker
34	BARNARD, PATRICIA ANNE	125.00	Poll Worker
35	BARNARD, RICHARD ALAN	150.00	Poll Worker
36	BARNETT, GLENDA A	125.00	Poll Worker
37	BARNETT,JOHN EDGAR	150.00	Poll Worker
38	BARR,ANGELOUS BRYANT	125.00	Poll Worker
39	BARROW,CAROL PURDY	125.00	Poll Worker
40	BARTELS, JOHN V	125.00	Poll Worker
41	BAUER, PAIRZETTY	125.00	Poll Worker
42	BECKER,CASANDRA A	125.00	Poll Worker
43	BEDNARCZYK, JOHN	125.00	Poll Worker
44	BELL, EMILY	125.00	Poll Worker
45	BERGMAN, PAUL	125.00	Poll Worker
46	BERT,DELORES PALMER	125.00	Poll Worker
47	BETHEA, KATHERINE M	125.00	Poll Worker
48	BETHEA, VIOLA	125.00	Poll Worker
49	BEVERLY,BARBARA JAMES	150.00	Poll Worker
50	BEVERLY,KATIE NICOLE	125.00	Poll Worker
51	BILL, KAREN W	125.00	Poll Worker
52	BISHOP,DOROTHY ALETHA	125.00	Poll Worker
53	BLACKMON, ROBERT LEE	125.00	Poll Worker
54	BLASCHAK,ANDREW J	125.00	Poll Worker



55	BLASCHAK,DIANNE BROWN	125.00	Poll Worker
56	BLUE CROSS & BLUE SHIELD OF AL	314,247.58	Payroll
57	BODMAN,JANE ANN BURFORD	125.00	Poll Worker
58	BOHLEN, ROSELLEN	125.00	Poll Worker
59	BOLAR,YOLANDA GAIL	125.00	Poll Worker
60	BOND, JUDITH	125.00	Poll Worker
61	BOOTHE,CYNTHIA ANN	125.00	Poll Worker
62	BOTELER, MARCUS BRYANT	125.00	Poll Worker
63	BOULER,SHIRLEY EVANS	125.00	Poll Worker
64	BOYKIN, BARBARA	125.00	Poll Worker
65	BOYKIN, LOIS COWAN	150.00	Poll Worker
66	BRADLEY, ADA LOUISE	125.00	Poll Worker
67	BRADLEY, DORETHA P.	125.00	Poll Worker
68	BRADLEY, VERONICA D	125.00	Poll Worker
69	BRADLEY, WILLIAM A	125.00	Poll Worker
70	BRADLEY,BERNICE	125.00	Poll Worker
71	BREEDEN,DANNY R	125.00	Poll Worker
72	BRENIZER, LYDIA	125.00	Poll Worker
73	BRIDGES, DEBRA	150.00	Poll Worker
74	BROWN, DOROTHY A	125.00	Poll Worker
75	BROWN, JR., WALTER D	125.00	Poll Worker
76	BROWN, REBECCA ANN	135.00	Poll Worker
77	BROWN,ARVA SIRON	125.00	Poll Worker
78	BROWN,ELOISE WHIDBEE	125.00	Poll Worker
79	BROWN,JOANNE	125.00	Poll Worker
80	BROZ, EDITH	125.00	Poll Worker
81	BROZ, FRANK N III	125.00	Poll Worker
82	BRYARS,CAROLYN K	125.00	Poll Worker
83	BRYARS,LARRY K	125.00	Poll Worker
84	BURCH IV, JOSEPH B.	125.00	Poll Worker
85	BURCH,JOSEPH BENARD III	150.00	Poll Worker
86	BURGESS, DRUCILLA	125.00	Poll Worker
87	BUYSSE, KAROLA	125.00	Poll Worker
88	BYRD,CAROL PATIENCE	125.00	Poll Worker
89	BYRD,MAXINE HARRIS	125.00	Poll Worker
90	CALDWELL,ORA	125.00	Poll Worker
91	CALLAWAY, JOYCE T	125.00	Poll Worker
92	CALLAWAY, SHELBY NICOLE	125.00	Poll Worker
93	CALLOWAY, ALISON MARIE	125.00	Poll Worker
94	CALLOWAY, EDITH	125.00	Poll Worker
95	CAMPBELL, SUSAN E	125.00	Poll Worker
96	CAMPBELL,JO ANN PARMAR	150.00	Poll Worker
97	CAMPBELL,ROGER WILLIAM	125.00	Poll Worker
98	CANNON,ANITA	125.00	Poll Worker
99	CANOPY INVESTMENT COMPANY LLC	1,114.94	Land Redemptions
100	CARROLL, NANCY T	125.00	Poll Worker
101	CARTER, SALLY	125.00	Poll Worker
102	CHASTANG,ALISON M	125.00	Poll Worker
103	CHRISTOPHERSON,JANICE BARNES	150.00	Poll Worker
104	CHURCH, ERNEST A JR	125.00	Poll Worker
105	CHURCH, JUDITH R	125.00	Poll Worker
106	CLARKE, CHERYL PATTERSON	125.00	Poll Worker
107	CLEMENTS, KAREN G	150.00	Poll Worker
108	CLEMENT-WRIGHT, CARMELA	125.00	Poll Worker
109	CLEMON, DELBRA A	125.00	Poll Worker
110	CLEWELL, SARAH DIANE	125.00	Poll Worker
111	CLINE, JENI G	125.00	Poll Worker
112	CLYDE, CAROL M	125.00	Poll Worker
113	COGBURN, CONNIE THOMLEY	125.00	Poll Worker
114	COGGIN,GERALD CALVIN III	150.00	Poll Worker
115	COGGIN,ROSELLEN ELLISON	125.00	Poll Worker

116	COLEMAN, ERILDA J	125.00	Poll Worker
117	COLEMAN, RONALD	125.00	Poll Worker
118	COLEY, RICKEY EARL	125.00	Poll Worker
119	COLLIER,MARY ELLEN	125.00	Poll Worker
120	COMALANDER, RACHEL IRENE	125.00	Poll Worker
121	COMSTOCK, DOROTHY MOSLEY	125.00	Poll Worker
122	COOPER,JOHN MARSHALL	125.00	Poll Worker
123	CORBAN,NORMA PAULETTE	125.00	Poll Worker
124	COTTEN, MARILYN	125.00	Poll Worker
125	COTTON, JESSIE GENE	125.00	Poll Worker
126	COTTON,JAMES W JR	125.00	Poll Worker
127	COURSON, CAROLYN C	125.00	Poll Worker
128	COURSON, HENRY R	125.00	Poll Worker
129	COVERT,SHIRLEY A	125.00	Poll Worker
130	COX, NATHANIEL	125.00	Poll Worker
131	CREEL, CHARLES	125.00	Poll Worker
132	CROCKETT, NORMAN WALLACE	125.00	Poll Worker
133	CULVER,VERA MARIK	125.00	Poll Worker
134	CUNNINGHAM, KATHRYN NORTHCUTT	125.00	Poll Worker
135	CURRY, JR., SAMUEL T	125.00	Poll Worker
136	DARBY, CHRISTINE HAYES	125.00	Poll Worker
137	DAVIS,JOHN WILEY	125.00	Poll Worker
138	DAVISON, IRMA LEE	125.00	Poll Worker
139	DEES, NADINE	125.00	Poll Worker
140	DELAUNAY,MARY PRESLEY	125.00	Poll Worker
141	DEPARTMENT OF CHILDREN AND FAMILY SVC	193.84	Poll Worker
142	DEQUIRE, RANDYE JO	125.00	Poll Worker
143	DICKMAN,GARY WAYNE	125.00	Poll Worker
144	DISMUKES,H JACK T	125.00	Poll Worker
145	DOEGE,ALMA I	150.00	Poll Worker
146	DONOHOO CHEVROLET LLC	32,485.38	Vehicle; Sheriff's
147	DOUGLAS,HARRY EVERETTE	125.00	Poll Worker
148	DOUGLAS,PAMELA E	150.00	Poll Worker
149	DOWNS,LINDA EKLUND	135.00	Poll Worker
150	DUNNAM, BEVERLY A	125.00	Poll Worker
151	DZIUBAKOWSKI, NANCY	125.00	Poll Worker
152	EARHART, SARAH	94.00	Solid Waste Refund
153	EAST, MICHAEL L	125.00	Poll Worker
154	EDWARDS, HARTFORD JR.	125.00	Poll Worker
155	ELLIS, LAURA	125.00	Poll Worker
156	ELLIS,KAREN RENEE	150.00	Poll Worker
157	ENTREKIN,CHARLES LAWSON	125.00	Poll Worker
158	EVANS,DEBORAH LAMAR	125.00	Poll Worker
159	EZELL, MICKEY	125.00	Poll Worker
160	FAIRHOPE, CITY OF	250.36	Poll Worker
161	FASSBENDER, FREDERICK	125.00	Poll Worker
162	FELL,JESSIE EMMA	135.00	Poll Worker
163	FIVES, KATINA	125.00	Poll Worker
164	FIVES, WILLIAM PAUL	125.00	Poll Worker
165	FLEMING,FREDA STIERS	125.00	Poll Worker
166	FLEMING,STEPHEN EDWARD	125.00	Poll Worker
167	FLEXIBLE BENEFITS	10,546.17	Payroll
168	FORD, JENNIFER M	125.00	Poll Worker
169	FORRESTER, FRANCES H	125.00	Poll Worker
170	FRAYNE, SARA FRANCES V	125.00	Poll Worker
171	FRONTIER COMMUNICATIONS	14.70	Telephone
172	FULLER,ELLA MAE	125.00	Poll Worker
173	GALLOWAY, REBEKA	125.00	Poll Worker
174	GARDNER, CAROLYN ODOM	125.00	Poll Worker
175	GARNER, JR., GEORGE	125.00	Poll Worker
176	GARNER,ADELE GONZALES	125.00	Poll Worker

177	GARRETT, JAMES M	125.00	Poll Worker
178	GASBARRO, ANTHONY	125.00	Poll Worker
179	GASBARRO, STEPHENIE	125.00	Poll Worker
180	GASPARINO, PATRICIA	125.00	Poll Worker
181	GEBHART, DELLA EILAND	150.00	Poll Worker
182	GENTRY, ROBERT BRUCE	125.00	Poll Worker
183	GEWIRTZ, MARGIE	125.00	Poll Worker
184	GIBERT, ELISABETH	125.00	Poll Worker
185	GIRARD, JR., COLBY	125.00	Poll Worker
186	GLENN, ELLA M	125.00	Poll Worker
187	GOLSON, LINDA FAYE	150.00	Poll Worker
188	GOODLIN, MARY	125.00	Poll Worker
189	GORDON, CONNIE SIBLEY	125.00	Poll Worker
190	GRAHAM, KATHERYN A	125.00	Poll Worker
191	GREEN, SUSAN	125.00	Poll Worker
192	GREGORY, WILHELMINA	125.00	Poll Worker
193	GRIDER, TINA	125.00	Poll Worker
194	GROVES, SHARON SUE	125.00	Poll Worker
195	GUARDIAN TAX AL LLC	1,356.70	Land Redemptions
196	HADLEY, THOMAS	125.00	Poll Worker
197	HALEY, DEBRA JEAN	150.00	Poll Worker
198	HALL, RICHARD D	125.00	Poll Worker
199	HAMILTON, THOMAS	125.00	Poll Worker
200	HAMILTON, SUSAN FISCHER	125.00	Poll Worker
201	HAMMOCK, CHERRYL BEATSON	150.00	Poll Worker
202	HANCOCK BANK	5,796.88	Credit Card
203	HANEY, IRMA IRENE	125.00	Poll Worker
204	HARBISON, CLARA LILLIAN	125.00	Poll Worker
205	HARPER, JULIA PORTIA	125.00	Poll Worker
206	HARRIS, SARAH C	125.00	Poll Worker
207	HARRISON, LYNN HARTZELL	125.00	Poll Worker
208	HASTINGS, KATHERINE	125.00	Poll Worker
209	HAVARD, JOLEE	125.00	Poll Worker
210	HAVARD, SALLY	125.00	Poll Worker
211	HEFLEY, JENNIFER	125.00	Poll Worker
212	HENDERSON, MARY MORGAN	125.00	Poll Worker
213	HERMAN, JAMES VERNON	125.00	Poll Worker
214	HERMAN, JOYCE LENELLE	125.00	Poll Worker
215	HESTER, ALTON C	125.00	Poll Worker
216	HICKS, PHYLLIS	125.00	Poll Worker
217	HICKS, SONIA MICHELLE	125.00	Poll Worker
218	HICKS, TERRILL GEORGE	125.00	Poll Worker
219	HIGHTOWER, FERROLYN HARRISON	125.00	Poll Worker
220	HOFFMAN, LEE DAVID	150.00	Poll Worker
221	HOLDEN, JULIE REYNOLDS	125.00	Poll Worker
222	HOLLINGSWORTH, JOAN	125.00	Poll Worker
223	HOLLIS, ANNETTE MIMI	125.00	Poll Worker
224	HOLLOWELL, ASA B	10,530.08	Land Redemptions
225	HOLMES, CYNTHIA L	125.00	Poll Worker
226	HOLMES, DONNA SUSAN	125.00	Poll Worker
227	HOOKS, DELMA	125.00	Poll Worker
228	HORACE, JOE MELVIN	125.00	Poll Worker
229	HOSEY, RACHEL DAVES	125.00	Poll Worker
230	HOUSEAL, PATRICIA	125.00	Poll Worker
231	HUDSON, VERDIS VERLON	125.00	Poll Worker
232	HUGGINS, ELIZABETH	125.00	Poll Worker
233	HURLEY, MARY L	125.00	Poll Worker
234	HURST, VIVIAN A	125.00	Poll Worker
235	HURST, BARRY LIVINGSTON	150.00	Poll Worker
236	IRS TAX PAYMENT	222,693.71	Payroll
237	JACK CLINE, JR.	125.00	Poll Worker



238	JACKSON, ANNIE	125.00	Poll Worker
239	JACKSON, JENNIFER S	125.00	Poll Worker
240	JACKSON, PATRICIA ANN	150.00	Poll Worker
241	JAMES, LORETTA	125.00	Poll Worker
242	JAMES, WILLIAM	125.00	Poll Worker
243	JANUARY, LOKEESHA S	125.00	Poll Worker
244	JANUARY, SYLETTA FAYE	125.00	Poll Worker
245	JEFFRIES, PAMELA MINTZ	125.00	Poll Worker
246	JERKINS, CORY	125.00	Poll Worker
247	JERKINS, BERNICE GANDY	150.00	Poll Worker
248	JOHNSON, DARLENE LONG	125.00	Poll Worker
249	JOHNSON, ELLEN	125.00	Poll Worker
250	JOHNSON, FANNIE	125.00	Poll Worker
251	JOHNSON, JAMES ROBERT	125.00	Poll Worker
252	JOHNSON, MAXINE A	125.00	Poll Worker
253	JONES, DEBRA	125.00	Poll Worker
254	JONES, ELISHA	125.00	Poll Worker
255	JONES, JR., CLYDE W	125.00	Poll Worker
256	JONES, MARGARET FIELDS	125.00	Poll Worker
257	KAISER, BRIDGET P	125.00	Poll Worker
258	KAISER, ROBERT T	125.00	Poll Worker
259	KEARNEY III, DENIS JOHN	125.00	Poll Worker
260	KEARNEY, JACQUELINE TYSON	125.00	Poll Worker
261	KELLER, RICHARD ALFRED	125.00	Poll Worker
262	KING, SANDRA K	125.00	Poll Worker
263	KING, CAROLYN COLLETTE	125.00	Poll Worker
264	KINNEY, TAMMY TERESA	125.00	Poll Worker
265	KITTRELL, CAROLYN NICHOLS	125.00	Poll Worker
266	KNOCH, RICHARD PAUL JR.	125.00	Poll Worker
267	KNOCH, CATHERINE RUDER	125.00	Poll Worker
268	KOSTELECKY, JUDY S	125.00	Poll Worker
269	KRAL, JOAN S	125.00	Poll Worker
270	KRUEGER, ALICE	125.00	Poll Worker
271	KRUEGER, LYNN	125.00	Poll Worker
272	KRUEGER, PAULA	125.00	Poll Worker
273	LAKE FOREST PROPERTY OWNERS ASSOCIATION	182.40	Land Redemptions
274	LAMMON, MARK ALAN	150.00	Poll Worker
275	LAUBENTHAL, KATHRYN M	135.00	Poll Worker
276	LAUBER, DAWN MANN	125.00	Poll Worker
277	LEE, PATRICIA S	125.00	Poll Worker
278	LEE, RICHARD PETER	125.00	Poll Worker
279	LETT, WENDY AUSTIN	150.00	Poll Worker
280	LEWIS, DOROTHY LAMBERT	150.00	Poll Worker
281	LINDSAY, MARY ANN	125.00	Poll Worker
282	LOGAN, MARGARET	125.00	Poll Worker
283	LONG, ABIGAIL	125.00	Poll Worker
284	LONG, DARYL BLAINE	150.00	Poll Worker
285	LONG, MARGARET CHILDRESS	125.00	Poll Worker
286	LONG, ALICE MARIE	125.00	Poll Worker
287	LONG, DANA CLYDE	125.00	Poll Worker
288	LONG, ELIZABETH PRUITT	125.00	Poll Worker
289	LOXLEY, TOWN OF	190.90	Utilities
290	MACKAY, MARY	125.00	Poll Worker
291	MALONE, GERALD HUGH	125.00	Poll Worker
292	MALONE, JOAN JAMES	125.00	Poll Worker
293	MANGUS, DORIS DIAN	125.00	Poll Worker
294	MANGUS, KERMIT ASHLEY JR	150.00	Poll Worker
295	MARSHALL, DOROTHY A	125.00	Poll Worker
296	MARSHALL, VICKY I	125.00	Poll Worker
297	MARTIN, JOANNAH E	125.00	Poll Worker
298	MARTINEZ-DILLON, SARAH	125.00	Poll Worker



299	MCCALL, WANELLA ALLEN	125.00	Poll Worker
300	MCCLUSKY, PATRICIA PEED	125.00	Poll Worker
301	MCDEVITT, MARILYN MCKENZIE	135.00	Poll Worker
302	MCDONALD, JOY LACEY	125.00	Poll Worker
303	MCDONALD, VICTORIA J	125.00	Poll Worker
304	MCELROY, ALLEN PRESTON JR	135.00	Poll Worker
305	MCELROY, DIANNE GLENN	125.00	Poll Worker
306	MCGHEE, KAREN M.	125.00	Poll Worker
307	MCGUFF, SHARON B	150.00	Poll Worker
308	MCKINNEY, SALLY L	125.00	Poll Worker
309	MCMEANS, CYNTHIA	125.00	Poll Worker
310	MCNEAL, BERTHA HOUSTON	125.00	Poll Worker
311	MCNEIL, BONNIE LEE	150.00	Poll Worker
312	MCREYNOLDS, ORA H	150.00	Poll Worker
313	MCWILLIAMS, SUSAN	125.00	Poll Worker
314	MEARS, MARILYN	125.00	Poll Worker
315	MESSERLI, KAREN B	125.00	Poll Worker
316	MICKLES, EUNICE	125.00	Poll Worker
317	MILLER, PATSY L	125.00	Poll Worker
318	MINTO, MARY BRINCAT	125.00	Poll Worker
319	MITCHELL, ELAINE	125.00	Poll Worker
320	MOGAN, BELINDA	125.00	Poll Worker
321	MOGAN, MATTHEW FOREST	135.00	Poll Worker
322	MOORE, JOYCE ELIZABETH	125.00	Poll Worker
323	MORISANI, ROSANNE	125.00	Poll Worker
324	MORRIS, CLAUDINE G	135.00	Poll Worker
325	MORROW, DORIS S	125.00	Poll Worker
326	MOSLEY, SHIRLEY ANN	125.00	Poll Worker
327	MOSLEY, TERESA F	125.00	Poll Worker
328	MOSLEY, ROSE B	150.00	Poll Worker
329	MULLINGS, MARY DOROTHY	125.00	Poll Worker
330	MYERS, BRENDA	125.00	Poll Worker
331	NATIONWIDE RETIREMENT SOLUTIONS	14,769.75	Payroll
332	NEAL, JUDITH SMITH	125.00	Poll Worker
333	NEFF, LYNN C	125.00	Poll Worker
334	NELSON, ALAN RICHARD	125.00	Poll Worker
335	NELSON, KENNETH	125.00	Poll Worker
336	NELSON, MICHELLE JEANINE	125.00	Poll Worker
337	NITTEBERG, ANNIE	125.00	Poll Worker
338	NORRIS, WESLEY ERAN	125.00	Poll Worker
339	NORTH BALDWIN UTILITIES	6,988.70	Utilities
340	O'BRIEN, DANIEL	1,523.51	Payroll
341	ODOM, PHILISTINE ANTIONETTE	150.00	Poll Worker
342	OJEDA, DOROTHY STAGG	125.00	Poll Worker
343	OROURKE, MICHAEL E	125.00	Poll Worker
344	OWEN, CHERYL CARLISLE	125.00	Poll Worker
345	PACATTE, LINDA R	125.00	Poll Worker
346	PACKER, TARA	125.00	Poll Worker
347	PAGE, TRACI LOUISE	125.00	Poll Worker
348	PALMER, KATHY	125.00	Poll Worker
349	PARKER, SAMULYN	125.00	Poll Worker
350	PARKER, DONNA L	125.00	Poll Worker
351	PARKER, FAYE MCPHERSON	125.00	Poll Worker
352	PARLIMAN, GLENDA B	125.00	Poll Worker
353	PARSONS, MARY ELLEN	125.00	Poll Worker
354	PATRICK, BRIDGETTE LAKAYDRA	125.00	Poll Worker
355	PATRICK, CHARLOTTE	125.00	Poll Worker
356	PATRICK, MELVIN W	150.00	Poll Worker
357	PATRICK, NORVELLA C	125.00	Poll Worker
358	PEAK, JUDY	125.00	Poll Worker
359	PEEBLES, IDA	125.00	Poll Worker

360	PEIRAF DEFERRED COMPENSATION	1,707.00	Payroll
361	PENNINGER, CAROLYN B	125.00	Poll Worker
362	PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities
363	PERRY, TRAMAINÉ	96.00	Solid Waste Refund
364	PETERSON, FRANCES	125.00	Poll Worker
365	PETERSON, MARY	125.00	Poll Worker
366	PETERSON, THOMAS PRITCHETT	125.00	Poll Worker
367	PETTIBONE, DOROTHY MAE	125.00	Poll Worker
368	PETTIBONE, MELVIN L	125.00	Poll Worker
369	PFIZENMAYER, LAURA	125.00	Poll Worker
370	PFIZENMAYER, RICHARD	125.00	Poll Worker
371	PFLUEGER, MARY	125.00	Poll Worker
372	PIERCE, MYRA G	125.00	Poll Worker
373	PING, JAMES KENNETH	125.00	Poll Worker
374	PING, RACHEL ELLEN	125.00	Poll Worker
375	PING, SAMANTHA	125.00	Poll Worker
376	PORTER, ALPHA MARIA	125.00	Poll Worker
377	PORTER, LORA JANUARY	150.00	Poll Worker
378	PORTMAN, MEREDITH	125.00	Poll Worker
379	POWELL, EDITH ELIZABETH	125.00	Poll Worker
380	PRESCOTT, JOHN HANSEL	1,500.34	Land Redemptions
381	PRICE, ANNE TOUART	125.00	Poll Worker
382	PURSER, JR., JACK	125.00	Poll Worker
383	QUAITES, PATSY CLAYBORNE	125.00	Poll Worker
384	QUINLEY, SANDRA K	125.00	Poll Worker
385	RAMIREZ, JAMES LARRY	125.00	Poll Worker
386	RAMIREZ, SHARON LEE	125.00	Poll Worker
387	REAMER, KENNETH D	125.00	Poll Worker
388	REDDICK, ROSS M	125.00	Poll Worker
389	REDMOND, KATHRYN G	125.00	Poll Worker
390	REED, MICHAELYN J.	4,054.00	Right of Way; Hwy
391	REED, RICHARD A	125.00	Poll Worker
392	REISS, NORMAN	125.00	Poll Worker
393	RELIABLE PROPERTIES LLC	14,275.40	Land Redemptions
394	RESMONDO, TOMMY	125.00	Poll Worker
395	RETIREMENT SYSTEMS OF AL	132,000.80	Payroll
396	RIDER, CHARLES RAY	125.00	Poll Worker
397	RILEY, CORA JEAN	125.00	Poll Worker
398	RIVIERA UTILITIES	3,320.33	Utilities
399	ROBBINS, DEBRA JOHNSON	125.00	Poll Worker
400	ROBERSON, VICKI RUTH	125.00	Poll Worker
401	ROBERTS, ANNETTE M	125.00	Poll Worker
402	ROBERTS, LOUIS ELZBIE	150.00	Poll Worker
403	ROBERTSDALE POSTMASTER	120.00	PO Box Rental
404	ROBERTSDALE, CITY OF	26,840.00	Utilities
405	ROBINSON, MARJORIE HOLLIS	125.00	Poll Worker
406	ROBISON, WILLIAM EARL	125.00	Poll Worker
407	ROCQUE, THOMAS C	125.00	Poll Worker
408	ROCQUE, KAREN S	125.00	Poll Worker
409	ROUSSOS, JOHN G	135.00	Poll Worker
410	RUDICELL, JAMES PATRICK	135.00	Poll Worker
411	RYALS, LOLA HADLEY	135.00	Poll Worker
412	RYAN, GLORIA F	125.00	Poll Worker
413	SANDERS, EVELYN OATES	150.00	Poll Worker
414	SANDERS, JAMES HENRY	125.00	Poll Worker
415	SANDERS, RUTH JEANETTE	125.00	Poll Worker
416	SATURLEY, ROBERT EARL	125.00	Poll Worker
417	SATURLEY, JEAN MORGAN	135.00	Poll Worker
418	SCHACH, JULIE PING	125.00	Poll Worker
419	SHELL, BONNIE BATES	150.00	Poll Worker
420	SHELL, JOHN MELVIN JR	125.00	Poll Worker

421	SCHNEIDER, JUDITH ANN	125.00	Poll Worker
422	SCHOETZOW,EVELYN RENA	150.00	Poll Worker
423	SCHUBERT, LILLIAN	125.00	Poll Worker
424	SESSION, DIANNE	125.00	Poll Worker
425	SHADE, LINDA RUTH	125.00	Poll Worker
426	SHANNON, SANDRA	125.00	Poll Worker
427	SHAW, BARBARA	125.00	Poll Worker
428	SHAW, JOHN	125.00	Poll Worker
429	SHORT,BARBARA HOBBS	125.00	Poll Worker
430	SILVERHILL, TOWN OF	176.81	Utilities
431	SIMS, JUDGE LARRY	125.00	Poll Worker
432	SIMS,BARBARA	150.00	Poll Worker
433	SIZEMORE,SUSAN GOODWYN	125.00	Poll Worker
434	SMITH, CHARLOTTE KELSO	125.00	Poll Worker
435	SMITH, CHRISTINE YOUNG	125.00	Poll Worker
436	SMITH, ELOUISE SLEDGE	125.00	Poll Worker
437	SMITH, RHONDA BENTON	125.00	Poll Worker
438	SMITH, VELMA	125.00	Poll Worker
439	SMITH,ANGELA S	125.00	Poll Worker
440	SMITH,LARKUS MCGHEE	125.00	Poll Worker
441	SMITH,ROBIN ROXANNE	125.00	Poll Worker
442	SOUTHERN LINC WIRELESS	5,099.35	Telephone
443	SPIVEY, DELOIS	125.00	Poll Worker
444	SPIVEY, ROY L	125.00	Poll Worker
445	STAHLHUT, JOHN	125.00	Poll Worker
446	STAPLETON, ARTHUR WESLEY III	125.00	Poll Worker
447	STAPLETON, CAROLYN PALMER	125.00	Poll Worker
448	STEIN,GAIL PRICE	125.00	Poll Worker
449	STEISKAL,JANET LEE	150.00	Poll Worker
450	STEWART, FAYE M	125.00	Poll Worker
451	STEWART, MAXINE PRESLEY	125.00	Poll Worker
452	STIVERS FORD LINCOLN MERCURY	117,377.00	Vehicles; Parks,Hwy,Personnel
453	STOUDMIRE, CLORETTA	125.00	Poll Worker
454	STRONG,THELMA WASDEN	150.00	Poll Worker
455	STURMA, RUBY DOLORES	125.00	Poll Worker
456	SULZMANN, JOAN	125.00	Poll Worker
457	SWANSON, WILLIAM A	125.00	Poll Worker
458	SWIGERT,GLORIA JEAN	125.00	Poll Worker
459	SWINDLE, BRYAN L	125.00	Poll Worker
460	SWINDLE, SHELIA	125.00	Poll Worker
461	TAIT,EDWINA OWENS	125.00	Poll Worker
462	TAIT,FELIX WAYNE	125.00	Poll Worker
463	TAYLOR, BROOKE	125.00	Poll Worker
464	TAYLOR, JOHN MELVIN	125.00	Poll Worker
465	TAYLOR, ROBERT U	150.00	Poll Worker
466	TEMONIA, FRANK	125.00	Poll Worker
467	THOMAS,BETTY O	125.00	Poll Worker
468	THOMLEY, PAULA VICTORIA	125.00	Poll Worker
469	THOMPSON, NANCY	125.00	Poll Worker
470	TIMMONS, CAROL B	125.00	Poll Worker
471	TODD, ALLEN	125.00	Poll Worker
472	TRENT,WILMA J	150.00	Poll Worker
473	TUCKER,LINDA S	125.00	Poll Worker
474	TUNSTALL, MAJOR	125.00	Poll Worker
475	TURNER, DONNA	125.00	Poll Worker
476	TYREE, ROBERT EARL	125.00	Poll Worker
477	UNDERWOOD, HELEN HOLMES	125.00	Poll Worker
478	VERIZON WIRELESS	16,421.57	Telephone; Sheriff's
479	VERIZON WIRELESS	36,457.36	Telephone
480	VINES, JAMES	125.00	Poll Worker
481	WAGNER, RAMONA LYNN	150.00	Poll Worker

482	WALKER, CHERYL P	125.00	Poll Worker
483	WALLEY, GAIL FUQUA	150.00	Poll Worker
484	WALLEY, KATHY B	125.00	Poll Worker
485	WALLS, REBECCA LYNN	125.00	Poll Worker
486	WANNINGER, SHEILA	125.00	Poll Worker
487	WARD, DIANE VARNER	125.00	Poll Worker
488	WARD, JESI LYNN	125.00	Poll Worker
489	WATERS, JOHN MELVIN	125.00	Poll Worker
490	WATERS, PAMELA PARKER	125.00	Poll Worker
491	WATERS,DORA MARIE	150.00	Poll Worker
492	WATERS,KERMIT W JR	125.00	Poll Worker
493	WATLEY, JUDY ALLEN	125.00	Poll Worker
494	WATSON,MAZIE DEER	150.00	Poll Worker
495	WATSON,PAT	150.00	Poll Worker
496	WEAVER, JEANNE RANAE	125.00	Poll Worker
497	WEBER,PATRICIA ANN	125.00	Poll Worker
498	WELKER,VELMA	125.00	Poll Worker
499	WEST, BESSIE J	125.00	Poll Worker
500	WHITE, LILLIAN MARIE	125.00	Poll Worker
501	WHITE, PAULA MARIE	125.00	Poll Worker
502	WHITEHURST,ELIZABETH EVANS	125.00	Poll Worker
503	WHITEHURST,MELVIN E	125.00	Poll Worker
504	WHITTINGTON, SANDRA A	125.00	Poll Worker
505	WHITTINGTON,CAROLYN E	150.00	Poll Worker
506	WILKES, ANN M	125.00	Poll Worker
507	WILLIAMS, ANNIE B	125.00	Poll Worker
508	WILLIAMS, LOCKE WHITLEY	125.00	Poll Worker
509	WILLIAMS, MARY ELIZABETH	125.00	Poll Worker
510	WILLIAMSON,GAIL CAMANN	125.00	Poll Worker
511	WILLIS,DEBORAH ANDRESS	125.00	Poll Worker
512	WILSON, LINDA S	125.00	Poll Worker
513	WILSON,DORIS R	125.00	Poll Worker
514	WINTERS, BRENDA	125.00	Poll Worker
515	WISE, JODY L. CIRCUIT CLERK	522.43	Payroll
516	WITTE, MARILYN C	125.00	Poll Worker
517	WOMACK,SYLVIA H	125.00	Poll Worker
518	WRIGHT, DOUGLAS	125.00	Poll Worker
519	WRIGHT, EVELYN DENNIS	150.00	Poll Worker
520	YANNY, CHARLES EDWARD	125.00	Poll Worker
521	YNTEMA,SHELLY KAY	150.00	Poll Worker
522	YOUNG,VICKIE BISHOP	125.00	Poll Worker
523	ZOERNER, CANOY L	125.00	Poll Worker
524	ZOERNER, ROBERT ALAN	125.00	Poll Worker
<b>Grand Total</b>		<b>2,520,045.78</b>	



..... 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	2849193	Type	M	Date	2/26/2020	User ID	RBENSON					
PN	9205091			2/26/2020	00111	AL DEPT OF ENVIRONMENTAL MANAG		10224				1,385.00-		D					
PV	508976	00111	001	2/24/2020		PERMIT; MANNICH LN		G,D,B & PAVE MANNICH LN											
						Cash	00018481					1,385.00-	AA						
Totals for Bank Account								1,385.00-		1,385.00-									
Totals for Batch								1,385.00-		1,385.00-									
User Total								1,385.00-		1,385.00-									
Grand Total								1,385.00-		1,385.00-									

..... Supplier .....			..... Aging .....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
48182	ROBERTSDALE POSTMASTER		00143	120.00			120.00
	Section 18 Fund		00143	120.00			120.00
	Grand Total(s)		00143	120.00			120.00

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Baldwin County Commission  
Manual Payment Journal

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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....								Tax Amount
Ty	Payment	Voucher	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken	G/L	LT	PC	PI	Subledger /Type	
					Voucher		Account Description	Account Number			Distribution					
G/L Bank Account	00018481						Cash	Batch Number	2849208	Type	M	Date	2/26/2020	User ID	189171	
PN	9205094				2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	20,234.61-						D	
PV	509093	00790	001		2/26/2020		42257-998 2012020	2/1-3/1/20								
							Cash	00018481							20,234.61- AA	
Totals for Bank Account									20,234.61-			20,234.61-				
Totals for Batch									20,234.61-			20,234.61-				
User Total									20,234.61-			20,234.61-				
Grand Total									20,234.61-			20,234.61-				

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[illegible]



..... 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		32,757.08-	AA				
PN	9205095			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	10,413.86-				D		
PD	509094	00790	009	2/26/2020		42257 998 2142020	2/10/20-2/14/20							
						Cash	00018481		10,413.86-	AA				
PN	9205095			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	184.20-				D		
PD	509094	00790	010	2/26/2020		42257 998 2142020	2/10/20-2/14/20							
						Cash	00018481		184.20-	AA				
PN	9205095			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	45,092.96				D		
PD	509094	00790	011	2/26/2020		42257 998 2142020	2/10/20-2/14/20							
						Cash	00018481		45,092.96	AA				
PN	9205095			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	4,395.89				D		
PD	509094	00790	012	2/26/2020		42257 998 2142020	2/10/20-2/14/20							
						Cash	00018481		4,395.89	AA				
PN	9205095			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,628.49				D		
PD	509094	00790	013	2/26/2020		42257 998 2142020	2/10/20-2/14/20							
						Cash	00018481		1,628.49	AA				
PN	9205095			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	939.60-				D		
PV	509097	00790	001	2/26/2020		42257 998 2212020	2/17-2/21/20							
						Cash	00018481		939.60-	AA				
PN	9205095			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,828.60-				D		
PV	509097	00790	002	2/26/2020		42257 998 2212020	2/17-2/21/20							
						Cash	00018481		2,828.60-	AA				
PN	9205095			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	170.40-				D		
PV	509097	00790	003	2/26/2020		42257 998 2212020	2/17-2/21/20							

..... 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		170.40-	AA				
PN	9205095			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	472.63-				D		
PV	509097	00790	004	2/26/2020		42257 998 2212020	2/17-2/21/20							
						Cash	00018481		472.63-	AA				
PN	9205095			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	39,532.79-				D		
PV	509097	00790	005	2/26/2020		42257 998 2212020	2/17-2/21/20							
						Cash	00018481		39,532.79-	AA				
PN	9205095			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,111.34-				D		
PV	509097	00790	006	2/26/2020		42257 998 2212020	2/17-2/21/20							
						Cash	00018481		1,111.34-	AA				
PN	9205095			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	90.78-				D		
PV	509097	00790	007	2/26/2020		42257 998 2212020	2/17-2/21/20							
						Cash	00018481		90.78-	AA				
Totals for Bank Account								40,433.92-	40,433.92-					
Totals for Batch								40,433.92-	40,433.92-					
User Total								40,433.92-	40,433.92-					
Grand Total								40,433.92-	40,433.92-					

*AL*

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	2849211	Type	M	Date	2/26/2020	User ID	189171			
PN	9205096			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						2,201.40-	D			
PD	509095	00790	001	2/26/2020		42255 999 2142020	2/10-2/14/20										
						Cash	00018481						2,201.40-	AA			
PN	9205096			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						2,829.25-	D			
PD	509095	00790	002	2/26/2020		42255 999 2142020	2/10-2/14/20										
						Cash	00018481						2,829.25-	AA			
PN	9205096			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						232.60-	D			
PD	509095	00790	003	2/26/2020		42255 999 2142020	2/10-2/14/20										
						Cash	00018481						232.60-	AA			
PN	9205096			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						631.59-	D			
PD	509095	00790	005	2/26/2020		42255 999 2142020	2/10-2/14/20										
						Cash	00018481						631.59-	AA			
PN	9205096			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						204.00	D			
PD	509095	00790	006	2/26/2020		42255 999 2142020	2/10-2/14/20										
						Cash	00018481						204.00	AA			
PN	9205096			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						207.00	D			
PD	509095	00790	007	2/26/2020		42255 999 2142020	2/10-2/14/20										
						Cash	00018481						207.00	AA			
PN	9205096			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						64,061.82-	D			
PD	509095	00790	008	2/26/2020		42255 999 2142020	2/10-2/14/20										
						Cash	00018481						64,061.82-	AA			
PN	9205096			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						6,935.49-	D			
PD	509095	00790	009	2/26/2020		42255 999 2142020	2/10-2/14/20										

..... 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		236.00-	AA				
PN	9205096			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	908.35-				D		
PV	509096	00790	004	2/26/2020		42257 999 2212020	2/17-2/21/20							
						Cash	00018481		908.35-	AA				
PN	9205096			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	96,440.38-				D		
PV	509096	00790	005	2/26/2020		42257 999 2212020	2/17-2/21/20							
						Cash	00018481		96,440.38-	AA				
PN	9205096			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	5,023.67-				D		
PV	509096	00790	006	2/26/2020		42257 999 2212020	2/17-2/21/20							
						Cash	00018481		5,023.67-	AA				
PN	9205096			2/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	278.53-				D		
PV	509096	00790	007	2/26/2020		42257 999 2212020	2/17-2/21/20							
						Cash	00018481		278.53-	AA				
Totals for Bank Account								96,401.43-	96,401.43-					
Totals for Batch								96,401.43-	96,401.43-					
User Total								96,401.43-	96,401.43-					
Grand Total								96,401.43-	96,401.43-					



.....Supplier.....			.....Aging.....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
183630	DONOHOO CHEVROLET LLC	205 444-9333	00708	32,485.38			32,485.38
	Community Corrections		00708	32,485.38			32,485.38
	Grand Total(s)		00708	32,485.38			32,485.38

..... 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	2849220	Type	M	Date	2/27/2020	User ID	RBENSON
PN	9205098			2/27/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	22,451.45-					D	
PV	509098	00001	001	2/26/2020		2242020	MONTH END; JAN 2020							
						Cash	00018481					22,451.45-	AA	
PN	9205098			2/27/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	12,286.86-					D	
PV	509098	00001	002	2/26/2020		2242020	MONTH END; JAN 2020							
						Cash	00018481					12,286.86-	AA	
PN	9205098			2/27/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	1,348.99-					D	
PV	509098	00001	003	2/26/2020		2242020	MONTH END; JAN 2020							
						Cash	00018481					1,348.99-	AA	
Totals for Bank Account								36,087.30-				36,087.30-		
Totals for Batch								36,087.30-				36,087.30-		
User Total								36,087.30-				36,087.30-		
Grand Total								36,087.30-				36,087.30-		

..... Supplier .....			..... Aging .....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
191892	REED, MICHAELYN J.		00111	4,054.00	4,054.00		
	7 Cent Gasoline Tax Fund		00111	4,054.00	4,054.00		
Grand Total(s)			00111	4,054.00	4,054.00		

Number	Supplier		Co	Balance Open	Aging				
	Name	Phone Number			Current	1 - 0	Over 0		
10045185	HOUSEAL, PATRICIA		00001	125.00					125.00
10398342	OJEDA, DOROTHY STAGG		00001	125.00					125.00
10534351	MCWILLIAMS, SUSAN		00001	125.00					125.00
10616749	HEFLEY, JENNIFER		00001	125.00					125.00
18000881	LEE, PATRICIA S		00001	125.00					125.00
19002191	GOODLIN, MARY		00001	125.00					125.00
20004207	BRIDGES, DEBRA		00001	150.00					150.00
20017117	MINTO, MARY BRINCAT		00001	125.00					125.00
20019731	REISS, NORMAN		00001	125.00					125.00
20039163	AUCOIN, JAMES		00001	125.00					125.00
20048188	GREGORY, WILHELMINA		00001	125.00					125.00
20058398	KITTRELL, CAROLYN NICHOLS		00001	125.00					125.00
20103931	NEAL, JUDITH SMITH		00001	125.00					125.00
20139678	APLIN, PATRICIA G		00001	125.00					125.00
20157151	FIVES, KATINA		00001	125.00					125.00
20163027	HAMILTON, THOMAS		00001	125.00					125.00
20171112	PIERCE, MYRA G		00001	125.00					125.00
20209761	WHITE, PAULA MARIE	251 533-8423	00001	125.00					125.00
20328988	FIVES, WILLIAM PAUL		00001	125.00					125.00
20368520	REDMOND, KATHRYN G		00001	125.00					125.00
29001257	BLACKMON, ROBERT LEE		00001	125.00					125.00
30009352	COURSON, HENRY R		00001	125.00					125.00
30025825	COURSON, CAROLYN C		00001	125.00					125.00
30039051	JAMES, WILLIAM		00001	125.00					125.00
30052172	JACKSON, ANNIE		00001	125.00					125.00
30075825	SMITH, CHARLOTTE KELSO		00001	125.00					125.00
40001955	CHURCH, ERNEST A JR		00001	125.00					125.00
40001957	CHURCH, JUDITH R		00001	125.00					125.00
40024534	HAMMOCK, CHERRYL BEATSON		00001	150.00					150.00
43003904	JAMES, LORETTA		00001	125.00					125.00
50000904	STAPLETON, ARTHUR WESLEY III		00001	125.00					125.00
50000967	WHITTINGTON, SANDRA A		00001	125.00					125.00
50001074	SCHOETZOW,EVELYN RENA	251 987-5668	00001	150.00					150.00
50001129	RAMIREZ, JAMES LARRY		00001	125.00					125.00
50001130	RAMIREZ, SHARON LEE		00001	125.00					125.00
50001747	WILKES, ANN M		00001	125.00					125.00
50001784	YNTEMA,SHELLY KAY	251 989-7735	00001	150.00					150.00
50001801	YOUNG,VICKIE BISHOP	251 928-1052	00001	125.00					125.00
50002212	YANNY, CHARLES EDWARD		00001	125.00					125.00
50002483	WATSON,MAZIE DEER	251 937-2199	00001	150.00					150.00



Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
50002755	WANNINGER, SHEILA		00001	125.00				125.00
50003618	SMITH, ELOUISE SLEDGE		00001	125.00				125.00
50003621	STEISKAL, JANET LEE	251 968-8970	00001	150.00				150.00
50003828	STEIN, GAIL PRICE	251 937-4332	00001	125.00				125.00
50004037	SMITH, CHRISTINE YOUNG		00001	125.00				125.00
50004076	GORDON, CONNIE SIBLEY	251 937-4694	00001	125.00				125.00
50004477	SCHELL, JOHN MELVIN JR	251 988-8498	00001	125.00				125.00
50004535	SANDERS, EVELYN OATES	251 968-7715	00001	150.00				150.00
50004536	SANDERS, JAMES HENRY	251 968-7715	00001	125.00				125.00
50004755	SATURLEY, ROBERT EARL		00001	125.00				125.00
50004756	SATURLEY, JEAN MORGAN	251 987-5581	00001	135.00				135.00
50004757	WILLIS, DEBORAH ANDRESS	251 955-2469	00001	125.00				125.00
50005110	TUCKER, LINDA S	251 981-1942	00001	125.00				125.00
50005640	TAYLOR, BROOKE		00001	125.00				125.00
50005940	TAYLOR, JOHN MELVIN		00001	125.00				125.00
50006082	THOMPSON, NANCY		00001	125.00				125.00
50006487	TRENT, WILMA J	251 980-5722	00001	150.00				150.00
50006765	SHADE, LINDA RUTH		00001	125.00				125.00
50006788	STRONG, THELMA WASDEN	251 540-7383	00001	150.00				150.00
50006990	GARDNER, CAROLYN ODOM		00001	125.00				125.00
50007172	PORTMAN, MEREDITH		00001	125.00				125.00
50007194	SHAW, BARBARA		00001	125.00				125.00
50007195	SHAW, JOHN		00001	125.00				125.00
50008337	WILLIAMS, LOCKE WHITLEY		00001	125.00				125.00
50008360	WRIGHT, EVELYN DENNIS		00001	150.00				150.00
50008626	SMITH, ROBIN ROXANNE	251 937-2978	00001	125.00				125.00
50008661	WHITEHURST, MELVIN E	251 962-4340	00001	125.00				125.00
50008676	WALKER, CHERYL P		00001	125.00				125.00
50008747	WATERS, DORA MARIE	251 931-3563	00001	150.00				150.00
50008834	BELL, EMILY		00001	125.00				125.00
50009109	JACKSON, PATRICIA ANN	251 625-6928	00001	150.00				150.00
50009625	WATLEY, JUDY ALLEN		00001	125.00				125.00
50009912	SIZEMORE, SUSAN GOODWYN	251 980-1296	00001	125.00				125.00
50010108	SULZMANN, JOAN		00001	125.00				125.00
50010777	SCHNEIDER, JUDITH ANN		00001	125.00				125.00
50011306	JOHNSON, MAXINE A		00001	125.00				125.00
50011413	SCHUBERT, LILLIAN		00001	125.00				125.00
50011559	WATERS, PAMELA PARKER		00001	125.00				125.00
50011560	WATERS, JOHN MELVIN		00001	125.00				125.00
50011974	PEEBLES, IDA		00001	125.00				125.00

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
50012373	WEBER,PATRICIA ANN	251 955-5635	00001	125.00			125.00
50012519	WARD, DIANE VARNER		00001	125.00			125.00
50012767	WILLIAMSON,GAIL CAMANN	251 960-5274	00001	125.00			125.00
50013194	SMITH,ANGELA S	251 626-9080	00001	125.00			125.00
50013536	STAHLHUT, JOHN		00001	125.00			125.00
50014230	SWIGERT,GLORIA JEAN	251 955-1993	00001	125.00			125.00
50014889	WATERS,KERMIT W JR	251 931-3563	00001	125.00			125.00
50014894	ALMAROAD,LAURA WATERS	251 931-3021	00001	125.00			125.00
50014898	WAGNER, RAMONA LYNN		00001	150.00			150.00
50014919	WHITTINGTON,CAROLYN E	251 379-3351	00001	150.00			150.00
50015349	WELKER,VELMA	251 937-8262	00001	125.00			125.00
50015454	WHITE, LILLIAN MARIE		00001	125.00			125.00
50015547	VINES, JAMES		00001	125.00			125.00
50015599	WILSON,DORIS R	251 937-8684	00001	125.00			125.00
50016105	UNDERWOOD, HELEN HOLMES		00001	125.00			125.00
50017016	TUNSTALL, MAJOR		00001	125.00			125.00
50018585	WITTE, MARILYN C		00001	125.00			125.00
50019940	TAIT,EDWINA OWENS	251 928-1120	00001	125.00			125.00
50019941	TAIT,FELIX WAYNE	251 928-1120	00001	125.00			125.00
50020228	TEMONIA, FRANK		00001	125.00			125.00
50020359	THOMAS,BETTY O	251 928-9579	00001	125.00			125.00
50020766	TAYLOR, ROBERT U		00001	150.00			150.00
50021496	DARBY, CHRISTINE HAYES		00001	125.00			125.00
50021741	BREEDEN,DANNY R	251 979-7889	00001	125.00			125.00
50021769	BRADLEY,BERNICE	251 937-7082	00001	125.00			125.00
50022023	BARNETT,JOHN EDGAR	251 931-3585	00001	150.00			150.00
50022212	ARANT, TARA		00001	125.00			125.00
50022283	BERT,DELORES PALMER	251 937-9304	00001	125.00			125.00
50022345	WILLIAMS, ANNIE B		00001	125.00			125.00
50022416	BYRD,MAXINE HARRIS	251 937-2767	00001	125.00			125.00
50022427	CHRISTOPHERSON,JANICE BARNES	251 964-6626	00001	150.00			150.00
50022765	BRYARS,CAROLYN K	251 937-6798	00001	125.00			125.00
50022770	BRYARS,LARRY K	251 937-6798	00001	125.00			125.00
50022865	MOSLEY,ROSE B	251 455-1374	00001	150.00			150.00
50022888	BILL, KAREN W		00001	125.00			125.00
50023098	BARNARD, PATRICIA ANNE		00001	125.00			125.00
50023143	COTTEN, MARILYN		00001	125.00			125.00
50023214	CALLOWAY, ALISON MARIE		00001	125.00			125.00
50023326	COGGIN,GERALD CALVIN III	251 964-2945	00001	150.00			150.00
50023571	CULVER,VERA MARIK	251 928-9476	00001	125.00			125.00

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
50023688	COMSTOCK, DOROTHY MOSLEY		00001	125.00			125.00
50023827	GOLSON,LINDA FAYE	251 946-2334	00001	150.00			150.00
50023836	CALLOWAY, EDITH		00001	125.00			125.00
50024032	CLARKE, CHERYL PATTERSON		00001	125.00			125.00
50024034	COMALANDER, RACHEL IRENE		00001	125.00			125.00
50024163	MCGUFF,SHARON B	251 937-9142	00001	150.00			150.00
50024212	CALLAWAY, JOYCE T		00001	125.00			125.00
50024302	CHASTANG,ALISON M	251 937-7083	00001	125.00			125.00
50024308	CAMPBELL,ROGER WILLIAM	251 928-7315	00001	125.00			125.00
50024414	BEVERLY,KATIE NICOLE	251 947-4135	00001	125.00			125.00
50024486	BROWN, JR., WALTER D		00001	125.00			125.00
50024716	BLASCHAK,DIANNE BROWN	251 928-9404	00001	125.00			125.00
50024808	BETHEA, KATHERINE M		00001	125.00			125.00
50024816	BETHEA, VIOLA		00001	125.00			125.00
50024921	BOYKIN, LOIS COWAN		00001	150.00			150.00
50024940	BROWN,ARVA SIRMON	251 626-2768	00001	125.00			125.00
50025034	BROZ, EDITH		00001	125.00			125.00
50025035	BROZ, FRANK N III		00001	125.00			125.00
50025476	BAUER, PAIRZETTY		00001	125.00			125.00
50025603	OWEN,CHERYL CARLISLE	251 968-6578	00001	125.00			125.00
50025703	COTTON,JAMES W JR	251 626-7960	00001	125.00			125.00
50026038	BROWN,JOANNE	251 928-7921	00001	125.00			125.00
50026294	BODMAN,JANE ANN BURFORD	251 626-2655	00001	125.00			125.00
50026623	BARTELS, JOHN V		00001	125.00			125.00
50026884	BROWN, REBECCA ANN		00001	135.00			135.00
50027391	BLASCHAK,ANDREW J	251 928-9404	00001	125.00			125.00
50027727	BOULER,SHIRLEY EVANS	251 621-4944	00001	125.00			125.00
50028329	WALLEY, KATHY B		00001	125.00			125.00
50028513	BARNARD, RICHARD ALAN		00001	150.00			150.00
50028668	BROWN,ELOISE WHIDBEE	251 655-40	00001	125.00			125.00
50028846	BARROW,CAROL PURDY	251 937-8666	00001	125.00			125.00
50029273	BURCH,JOSEPH BENARD III	251 626-5230	00001	150.00			150.00
50029917	HARRISON, LYNN HARTZELL		00001	125.00			125.00
50029986	BEVERLY,BARBARA JAMES	251 978-3094	00001	150.00			150.00
50030067	BURCH IV, JOSEPH B.		00001	125.00			125.00
50030274	BRADLEY, VERONICA D		00001	125.00			125.00
50031026	BUYSSSE, KAROLA		00001	125.00			125.00
50031027	BECKER,CASANDRA A	251 621-330	00001	125.00			125.00
50032166	BOOTHE,CYNTHIA ANN	251 928-8311	00001	125.00			125.00
50032217	CAMPBELL, SUSAN E		00001	125.00			125.00

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
50032584	BANKS, MELINDA B		00001	125.00				125.00	
50032599	BERGMAN, PAUL		00001	125.00				125.00	
50033126	CORBAN,NORMA PAULETTE	251 923-9787	00001	125.00				125.00	
50034252	COOPER,JOHN MARSHALL	251 964-5502	00001	125.00				125.00	
50034563	BRENIZER, LYDIA		00001	125.00				125.00	
50034694	CURRY, JR., SAMUEL T		00001	125.00				125.00	
50034811	COGBURN, CONNIE THOMLEY		00001	125.00				125.00	
50034987	CLEWELL, SARAH DIANE		00001	125.00				125.00	
50035143	CAMPBELL,JO ANN PARMAR	251 928-7315	00001	150.00				150.00	
50035284	COX, NATHANIEL		00001	125.00				125.00	
50035314	COLEY, RICKEY EARL	251 937-7583	00001	125.00				125.00	
50035382	CALDWELL,ORA	251 580-1939	00001	125.00				125.00	
50035390	CREEL, CHARLES		00001	125.00				125.00	
50035714	BOTELER, MARCUS BRYANT		00001	125.00				125.00	
50036197	ANDERSON,NANCY GECI	251 377-5419	00001	150.00				150.00	
50037019	BAKER,PHILIP LINDLEY	251 981-7604	00001	125.00				125.00	
50037039	ALLEN,RICKY LEONARD	251 990-6419	00001	125.00				125.00	
50037513	BOND, JUDITH		00001	125.00				125.00	
50037566	ARNETTE, KAY VINING		00001	125.00				125.00	
50038081	PATRICK, NORVELLA C		00001	125.00				125.00	
50038124	ALLEN,DOROTHY BOLAR	251 928-546	00001	125.00				125.00	
50038127	MCCALL,WANELLA ALLEN	251 786-6516	00001	125.00				125.00	
50038157	ARCHER,OLIVETH MCCONNELL	251 981-5135	00001	125.00				125.00	
50038510	AUSTIN, MARGARET LOUISE		00001	125.00				125.00	
50038623	LETT, WENDY AUSTIN		00001	150.00				150.00	
50038734	ANDERSON,MARY ELLEN	251 943-7315	00001	125.00				125.00	
50038840	ALLISON,HELEN B	251 990-7382	00001	125.00				125.00	
50038886	CLEMON, DELBRA A		00001	125.00				125.00	
50038953	ARD, MARY BYRD		00001	125.00				125.00	
50039064	ALLEN, ROBERT		00001	125.00				125.00	
50039338	ANDERSON, MYRIA FAYE		00001	125.00				125.00	
50039390	AUSEON,DONALD E	251 970-3448	00001	125.00				125.00	
50040245	DAVISON, IRMA LEE		00001	125.00				125.00	
50040254	DISMUKES,H JACK T	251 626-5716	00001	125.00				125.00	
50040425	COVERT,SHIRLEY A	251 962-7354	00001	125.00				125.00	
50040426	NEFF,LYNN C	251 961-1086	00001	125.00				125.00	
50040452	HARPER, JULIA PORTIA		00001	125.00				125.00	
50040525	COLLIER,MARY ELLEN	251 962-3704	00001	125.00				125.00	
50041310	CANNON,ANITA	251 626-2879	00001	125.00				125.00	
50041652	CUNNINGHAM, KATHRYN NORTHCUTT		00001	125.00				125.00	



Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
50041767	COTTON, JESSIE GENE		00001	125.00			125.00
50041783	CLEMENTS, KAREN G		00001	150.00			150.00
50042642	DAVIS, JOHN WILEY	251 937-9855	00001	125.00			125.00
50042658	DOEGE, ALMA I	251 986-5201	00001	150.00			150.00
50042733	CARTER, SALLY		00001	125.00			125.00
50043199	HICKS, SONIA MICHELLE		00001	125.00			125.00
50043330	DELAUNAY, MARY PRESLEY	251 945-1009	00001	125.00			125.00
50043565	ARNETTE, DENISE L	251 931-3463	00001	125.00			125.00
50043750	DICKMAN, GARY WAYNE	251 931-3071	00001	125.00			125.00
50044341	DOUGLAS, PAMELA E	251 961-7672	00001	150.00			150.00
50044401	DOWNS, LINDA EKLUND	251 626-1789	00001	135.00			135.00
50045126	DZIUBAKOWSKI, NANCY		00001	125.00			125.00
50046026	WOMACK, SYLVIA H	251 955-5294	00001	125.00			125.00
50046277	EVANS, DEBORAH LAMAR	251 937-1158	00001	125.00			125.00
50046516	EAST, MICHAEL L		00001	125.00			125.00
50046685	EDWARDS, HARTFORD JR.		00001	125.00			125.00
50046933	ELLIS, LAURA		00001	125.00			125.00
50047019	ENTREKIN, CHARLES LAWSON	251 937-5003	00001	125.00			125.00
50047159	ELLIS, KAREN RENEE	251 964-4619	00001	150.00			150.00
50047298	KNOCH, CATHERINE RUDER	251 968-5141	00001	125.00			125.00
50047918	WILLIAMS, MARY ELIZABETH		00001	125.00			125.00
50048524	WALLEY, GAIL FUQUA		00001	150.00			150.00
50048589	COGGIN, ROSELLEN ELLISON	251 747-8071	00001	125.00			125.00
50048798	EZELL, MICKEY		00001	125.00			125.00
50050425	FLEMING, STEPHEN EDWARD	251 256-4002	00001	125.00			125.00
50050426	FLEMING, FRED A STIERS	251 256-4002	00001	125.00			125.00
50050481	FRAYNE, SARA FRANCES V		00001	125.00			125.00
50050500	FASSBENDER, FREDERICK		00001	125.00			125.00
50050784	FORRESTER, FRANCES H		00001	125.00			125.00
50051605	FULLER, ELLA MAE	251 625-4144	00001	125.00			125.00
50051627	GARNER, JR., GEORGE		00001	125.00			125.00
50051746	KRUEGER, ALICE		00001	125.00			125.00
50052100	GARNER, ADELE GONZALES	251 937-3990	00001	125.00			125.00
50052122	GARRETT, JAMES M	251 626-1462	00001	125.00			125.00
50052164	GEBHART, DELLA EILAND	251 943-5856	00001	150.00			150.00
50052527	LEWIS, DOROTHY LAMBERT	251 937-7550	00001	150.00			150.00
50052838	GLENN, ELLA M		00001	125.00			125.00
50053359	GRAHAM, KATHERYN A		00001	125.00			125.00
50053432	GENTRY, ROBERT BRUCE		00001	125.00			125.00
50054430	GREEN, SUSAN		00001	125.00			125.00

Number	Supplier		Co	Balance Open	Aging				
	Name	Phone Number			Current	1 - 0	Over 0		
50054963	MOGAN, BELINDA		00001	125.00					125.00
50055758	GASBARRO, ANTHONY		00001	125.00					125.00
50055759	GASBARRO,STEPHENIE	251 928-1972	00001	125.00					125.00
50055894	JONES, DEBRA		00001	125.00					125.00
50056004	FELL,JESSIE EMMA	251 961-1445	00001	135.00					135.00
50056555	HUDSON, VERDIS VERLON		00001	125.00					125.00
50056889	HASTINGS, KATHERINE		00001	125.00					125.00
50056929	HORACE,JOE MELVIN	251 937-1305	00001	125.00					125.00
50057549	PETERSON, MARY		00001	125.00					125.00
50057605	HOFFMAN,LEE DAVID	251 962-3339	00001	150.00					150.00
50057759	BRADLEY, DORETHA P.		00001	125.00					125.00
50058033	HALL, RICHARD D		00001	125.00					125.00
50058206	HAMILTON,SUSAN FISCHER	251 961-7718	00001	125.00					125.00
50058359	HAVARD, SALLY		00001	125.00					125.00
50058382	HANEY,IRMA IRENE	251 928-521	00001	125.00					125.00
50058437	HURST,BARRY LIVINGSTON	251 580-8123	00001	150.00					150.00
50058623	HENDERSON,MARY MORGAN	251 928-9662	00001	125.00					125.00
50058722	MCNEAL, BERTHA HOUSTON		00001	125.00					125.00
50058899	SHORT,BARBARA HOBBS	251 626-9703	00001	125.00					125.00
50059087	HARBISON, CLARA LILLIAN		00001	125.00					125.00
50059226	HOOKS, DELMA		00001	125.00					125.00
50059246	HIGHTOWER,FERROLYN HARRISON	251 626-9597	00001	125.00					125.00
50059252	HOSEY, RACHEL DAVES		00001	125.00					125.00
50061150	HURST, VIVIAN A		00001	125.00					125.00
50061699	HOLLIS,ANNETTE MIMI	251 987-5067	00001	125.00					125.00
50062483	HOLDEN,JULIE REYNOLDS	251 621-495	00001	125.00					125.00
50062706	JANUARY,SYLETTA FAYE	251 862-5450	00001	125.00					125.00
50063260	HICKS,TERRILL GEORGE	251 928-7944	00001	125.00					125.00
50063997	HESTER, ALTON C		00001	125.00					125.00
50064521	PORTER,LORA JANUARY	251 862-5230	00001	150.00					150.00
50064529	JONES, ELISHA		00001	125.00					125.00
50064607	JOHNSON, JAMES ROBERT		00001	125.00					125.00
50065119	JOHNSON, DARLENE LONG		00001	125.00					125.00
50065591	JERKINS,BERNICE GANDY	251 937-3250	00001	150.00					150.00
50066891	JONES,MARGARET FIELDS	251 937-6042	00001	125.00					125.00
50067554	KING,CAROLYN COLLETTE	251 964-6932	00001	125.00					125.00
50067913	JACKSON,JENNIFER S	251 981-2146	00001	125.00					125.00
50067967	KING, SANDRA K		00001	125.00					125.00
50068023	KRAL,JOAN S	251 947-4653	00001	125.00					125.00
50068063	JANUARY,LOKEESHA S	251 458-9374	00001	125.00					125.00

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
50068124	KAISER, ROBERT T		00001	125.00			125.00
50068225	KAISER, BRIDGET P		00001	125.00			125.00
50068283	JEFFRIES, PAMELA MINTZ		00001	125.00			125.00
50068428	KOSTELECKY, JUDY S		00001	125.00			125.00
50069806	WARD, JESI LYNN		00001	125.00			125.00
50070004	KRUEGER, PAULA		00001	125.00			125.00
50070080	KEARNEY III, DENIS JOHN		00001	125.00			125.00
50070549	KEARNEY, JACQUELINE TYSON		00001	125.00			125.00
50070675	HOLMES, DONNA SUSAN		00001	125.00			125.00
50070706	KRUEGER, LYNN		00001	125.00			125.00
50071085	LOGAN, MARGARET		00001	125.00			125.00
50071687	LONG, ALICE MARIE	251 937-5269	00001	125.00			125.00
50072264	KNOCH, RICHARD PAUL JR.		00001	125.00			125.00
50072384	LAUBENTHAL, KATHRYN M	251 928-1808	00001	135.00			135.00
50072404	KINNEY, TAMMY TERESA	251 943-9036	00001	125.00			125.00
50072429	LAUBER, DAWN MANN		00001	125.00			125.00
50072523	LONG, MARGARET CHILDRESS		00001	125.00			125.00
50072796	STAPLETON, CAROLYN PALMER		00001	125.00			125.00
50073185	LONG, DANA CLYDE	251 986-3558	00001	125.00			125.00
50073220	LINDSAY, MARY ANN	251 986-6520	00001	125.00			125.00
50073380	BOLAR, YOLANDA GAIL	251 626-1283	00001	125.00			125.00
50073614	LONG, DARYL BLAINE		00001	150.00			150.00
50074315	MOSLEY, SHIRLEY ANN		00001	125.00			125.00
50075047	LONG, ELIZABETH PRUITT	251 986-3558	00001	125.00			125.00
50075196	BISHOP, DOROTHY ALETHA	251 964-2436	00001	125.00			125.00
50075959	MOSLEY, TERESA F		00001	125.00			125.00
50076162	MOORE, JOYCE ELIZABETH		00001	125.00			125.00
50076284	JOHNSON, FANNIE		00001	125.00			125.00
50076460	MCDONALD, JOY LACEY		00001	125.00			125.00
50077091	LEE, RICHARD PETER		00001	125.00			125.00
50077252	MALONE, GERALD HUGH		00001	125.00			125.00
50077259	MALONE, JOAN JAMES		00001	125.00			125.00
50077325	MCNEIL, BONNIE LEE	251 945-6028	00001	150.00			150.00
50077748	MICKLES, EUNICE		00001	125.00			125.00
50077932	MOGAN, MATTHEW FOREST		00001	135.00			135.00
50078200	MCCLUSKY, PATRICIA PEED	251 968-6340	00001	125.00			125.00
50078615	TIMMONS, CAROL B		00001	125.00			125.00
50078866	MCMEANS, CYNTHIA		00001	125.00			125.00
50079128	MCELROY, DIANNE GLENN	251 981-7320	00001	125.00			125.00
50079141	MESSERLI, KAREN B	251 961-3066	00001	125.00			125.00

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
50079788	MEARS, MARILYN		00001	125.00			125.00
50079789	MCREYNOLDS, ORA H		00001	150.00			150.00
50079898	MCKINNEY,SALLY L	251 961-2620	00001	125.00			125.00
50080085	MORROW, DORIS S		00001	125.00			125.00
50080688	MITCHELL, ELAINE		00001	125.00			125.00
50080731	MANGUS,KERMIT ASHLEY JR	251 929-2339	00001	150.00			150.00
50081313	MANGUS, DORIS DIAN		00001	125.00			125.00
50082016	MCELROY,ALLEN PRESTON JR	251 981-7320	00001	135.00			135.00
50082323	JOHNSON, ELLEN		00001	125.00			125.00
50082856	MCDEVITT, MARILYN MCKENZIE		00001	135.00			135.00
50083143	MCDONALD,VICTORIA J	251 971-1510	00001	125.00			125.00
50084331	MORISANI, ROSANNE		00001	125.00			125.00
50085056	MARTIN, JOANNAH E		00001	125.00			125.00
50085060	MULLINGS, MARY DOROTHY		00001	125.00			125.00
50085504	NELSON, ALAN RICHARD		00001	125.00			125.00
50085722	PARSONS,MARY ELLEN	251 928-2537	00001	125.00			125.00
50085956	NELSON, MICHELLE JEANINE		00001	125.00			125.00
50085957	NELSON, KENNETH		00001	125.00			125.00
50086164	GRIDER, TINA		00001	125.00	125.00		
50086284	NITTEBERG, ANNIE		00001	125.00			125.00
50086656	NORRIS,WESLEY ERAN	251 965-7550	00001	125.00			125.00
50087207	PETTIBONE,DOROTHY MAE	251 988-8575	00001	125.00			125.00
50087978	OROURKE,MICHAEL E	251 981-6060	00001	125.00			125.00
50088162	HAVARD, JOLEE		00001	125.00			125.00
50088200	BYRD,CAROL PATIENCE	251 937-5953	00001	125.00			125.00
50088233	PRICE,ANNE TOUART	251 937-5252	00001	125.00			125.00
50088763	PETTIBONE,MELVIN L	251 988-8575	00001	125.00			125.00
50088931	PARKER,FAYE MCPHERSON	251 968-7859	00001	125.00			125.00
50089077	SCHACH, JULIE PING		00001	125.00			125.00
50089178	PING, JAMES KENNETH	251 946-2310	00001	125.00			125.00
50089244	ODOM,PHILISTINE ANTIONETTE	251 928-9608	00001	150.00			150.00
50089436	PORTER, ALPHA MARIA		00001	125.00			125.00
50089453	PETERSON,THOMAS PRITCHETT	251 988-8709	00001	125.00			125.00
50089507	GROVES,SHARON SUE	251 256-4072	00001	125.00			125.00
50089534	WHITEHURST,ELIZABETH EVANS	251 962-4340	00001	125.00			125.00
50089632	PALMER, KATHY		00001	125.00			125.00
50089978	PETERSON, FRANCES	251 988-8709	00001	125.00			125.00
50090065	POWELL,EDITH ELIZABETH	251 928-8233	00001	125.00			125.00
50090475	PEAK, JUDY		00001	125.00			125.00
50090631	PURSER, JR., JACK		00001	125.00			125.00



Number	Supplier		Co	Balance Open	Aging				
	Name	Phone Number			Current	1 - 0	Over 0		
50091038	PACATTE, LINDA R	251 981-7346	00001	125.00				125.00	
50091599	PARKER,DONNA L	251 504-9312	00001	125.00				125.00	
50091753	PARKER, SAMULYN		00001	125.00				125.00	
50092051	PATRICK, BRIDGETTE LAKAYDRA		00001	125.00				125.00	
50092217	ROBERTS,LOUIS ELZBIE	251 937-7472	00001	150.00				150.00	
50092359	RYALS, LOLA HADLEY		00001	135.00				135.00	
50092497	ROBERTS,ANNETTE M	251 577-6525	00001	125.00				125.00	
50092518	PARLIMAN, GLENDA B		00001	125.00				125.00	
50092805	ROBISON,WILLIAM EARL	251 391-9633	00001	125.00				125.00	
50093475	RIDER, CHARLES RAY		00001	125.00				125.00	
50093608	BARR,ANGELOUS BRYANT	251 937-7714	00001	125.00				125.00	
50093609	MORRIS,CLAUDINE G	251 937-2218	00001	135.00				135.00	
50093911	RUDICELL,JAMES PATRICK	251 626-16	00001	135.00				135.00	
50093976	RESMONDO, TOMMY		00001	125.00				125.00	
50093991	QUAITES,PATSY CLAYBORNE	251 554-430	00001	125.00				125.00	
50093994	QUINLEY, SANDRA K		00001	125.00				125.00	
50094775	BARNETT, GLENDA A		00001	125.00				125.00	
50094997	HERMAN,JOYCE LENELLE	251 873-388	00001	125.00				125.00	
50095062	RYAN,GLORIA F	251 931-500	00001	125.00				125.00	
50095088	ROBINSON,MARJORIE HOLLIS	251 928-9310	00001	125.00				125.00	
50095496	ROBERSON,VICKI RUTH	251 987-5819	00001	125.00				125.00	
50095901	MCGHEE, KAREN M.		00001	125.00				125.00	
50096079	RILEY, CORA JEAN		00001	125.00				125.00	
50096790	HURLEY, MARY L		00001	125.00				125.00	
50097163	ROBBINS,DEBRA JOHNSON	251 621-4922	00001	125.00				125.00	
50097242	SMITH,LARKUS MCGHEE	251 626-9080	00001	125.00				125.00	
50097470	SANDERS,RUTH JEANETTE	251 937-2470	00001	125.00				125.00	
50097537	STURMA, RUBY DOLORES		00001	125.00				125.00	
50097541	SWINDLE, BRYAN L		00001	125.00				125.00	
50097542	SWINDLE, SHELIA		00001	125.00				125.00	
50097858	SMITH, VELMA		00001	125.00				125.00	
50097867	STOUDMIRE, CLORETTA		00001	125.00				125.00	
50097959	SIMS,BARBARA	251 937-8435	00001	150.00				150.00	
50097965	SCHELL,BONNIE BATES	251 988-8498	00001	150.00				150.00	
50098037	ROUSSOS,JOHN G	251 454-2700	00001	135.00				135.00	
50098384	STEWART, MAXINE PRESLEY	251 937-5996	00001	125.00				125.00	
50098428	ROCQUE,KAREN S	251 962-3377	00001	125.00				125.00	
50098429	ROCQUE, THOMAS C	251 873-1977	00001	125.00				125.00	
50098678	SPIVEY, DELOIS		00001	125.00				125.00	
50098679	SPIVEY, ROY L		00001	125.00				125.00	

Number	Supplier		Co	Balance Open	Current	Aging			
	Name	Phone Number				1 - 0	Over 0		
50099239	WATSON,PAT	251 937-2066	00001	150.00				150.00	
50099947	ZOERNER, CANOY L		00001	125.00				125.00	
50099948	ZOERNER, ROBERT ALAN		00001	125.00				125.00	
58008847	HUGGINS, ELIZABETH		00001	125.00				125.00	
61001581	CLINE, JENI G		00001	125.00				125.00	
61002891	JACK CLINE, JR.		00001	125.00				125.00	
63004872	GALLOWAY, REBEKA		00001	125.00				125.00	
64002491	TYREE, ROBERT EARL		00001	125.00				125.00	
67300432	WEAVER, JEANNE RANAE		00001	125.00				125.00	
67308050	PACKER, TARA		00001	125.00				125.00	
67311623	CARROLL, NANCY T		00001	125.00				125.00	
67341606	COLEMAN, RONALD		00001	125.00				125.00	
67344846	DEES, NADINE		00001	125.00				125.00	
67349650	DEQUIRE, RANDYE JO		00001	125.00				125.00	
67356980	ALLLISON, MARY CATHERINE		00001	125.00				125.00	
67378653	ARMBRUSTER, JANELLE A		00001	125.00				125.00	
67380539	BOYKIN, BARBARA		00001	125.00				125.00	
67382501	SHANNON, SANDRA		00001	125.00				125.00	
67390093	SWANSON, WILLIAM A		00001	125.00				125.00	
67393670	PATRICK, MELVIN W		00001	150.00				150.00	
67393672	PATRICK, CHARLOTTE		00001	125.00				125.00	
67394499	BEDNARCZYK, JOHN		00001	125.00				125.00	
67402215	WEST, BESSIE J		00001	125.00				125.00	
67407340	WINTERS, BRENDA		00001	125.00				125.00	
67425054	REAMER, KENNETH D		00001	125.00				125.00	
67444858	PAGE, TRACI LOUISE		00001	125.00				125.00	
67449084	REED, RICHARD A		00001	125.00				125.00	
67453331	THOMLEY, PAULA VICTORIA		00001	125.00				125.00	
67454623	CROCKETT, NORMAN WALLACE		00001	125.00				125.00	
70119582	MYERS, BRENDA		00001	125.00				125.00	
73004400	PING, RACHEL ELLEN		00001	125.00				125.00	
73009499	REDDICK, ROSS M		00001	125.00				125.00	
73014458	HARRIS, SARAH C		00001	125.00				125.00	
73027729	SMITH, RHONDA BENTON		00001	125.00				125.00	
73041531	BRADLEY, ADA LOUISE		00001	125.00				125.00	
73210581	STEWART, FAYE M		00001	125.00				125.00	
73302733	WILSON, LINDA S		00001	125.00				125.00	
73393837	MARSHALL, DOROTHY A		00001	125.00				125.00	
73416040	COLEMAN, ERILDA J		00001	125.00				125.00	
73422379	MARSHALL, VICKY I		00001	125.00				125.00	

Number	Supplier		Co	Balance Open	Aging				
	Name	Phone Number			Current	1 - 0	Over 0		
73429597	FORD, JENNIFER M		00001	125.00				125.00	
73435292	HERMAN, JAMES VERNON		00001	125.00				125.00	
73444220	GIBERT, ELISABETH		00001	125.00				125.00	
73484099	WALLS, REBECCA LYNN		00001	125.00				125.00	
73488590	CLEMENT-WRIGHT, CARMELA		00001	125.00				125.00	
73503166	WRIGHT, DOUGLAS		00001	125.00				125.00	
73509503	LAMMON, MARK ALAN		00001	150.00				150.00	
73511940	BRADLEY, WILLIAM A		00001	125.00				125.00	
73632570	CALLAWAY, SHELBY NICOLE		00001	125.00				125.00	
73632793	SESSION, DIANNE		00001	125.00				125.00	
73644431	HALEY, DEBRA JEAN		00001	150.00				150.00	
73670871	DUNNAM, BEVERLY A		00001	125.00				125.00	
73780649	JONES, JR., CLYDE W		00001	125.00				125.00	
73784136	GASPARINO, PATRICIA		00001	125.00				125.00	
73841296	KELLER, RICHARD ALFRED		00001	125.00				125.00	
73850441	PENNINGER, CAROLYN B		00001	125.00				125.00	
73855426	GEWIRTZ, MARGIE		00001	125.00				125.00	
73891792	JERKINS, CORY		00001	125.00				125.00	
73891827	MILLER, PATSY L		00001	125.00				125.00	
73894818	PING, SAMANTHA		00001	125.00				125.00	
73931324	ALEXANDER, SUELLEN		00001	125.00				125.00	
73947921	HOLLINGSWORTH, JOAN		00001	125.00				125.00	
73948307	HICKS, PHYLLIS		00001	125.00				125.00	
73973782	LONG, ABIGAIL		00001	125.00				125.00	
74050135	BOHLEN, ROSELLEN		00001	125.00				125.00	
74063784	BROWN, DOROTHY A		00001	125.00				125.00	
74154857	BURGESS, DRUCILLA		00001	125.00				125.00	
74411062	MACKAY, MARY		00001	125.00				125.00	
74511930	TODD, ALLEN		00001	125.00				125.00	
74519862	SIMS, JUDGE LARRY		00001	125.00				125.00	
74562986	HOLMES, CYNTHIA L		00001	125.00				125.00	
74593517	ABRAM, KARLENE		00001	125.00				125.00	
74594441	PFLUEGER, MARY		00001	125.00				125.00	
74647395	CLYDE, CAROL M		00001	125.00				125.00	
74674344	MARTINEZ-DILLON, SARAH		00001	125.00				125.00	
74726784	GIRARD, JR., COLBY		00001	125.00				125.00	
80106367	PFIZENMAYER, RICHARD		00001	125.00				125.00	
80152234	TURNER, DONNA		00001	125.00				125.00	
80155837	PFIZENMAYER, LAURA		00001	125.00				125.00	
	General Fund		00001	61,270.00	125.00			61,145.00	

Supplier			Aging						
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
Grand Total(s)			00001	61,270.00	125.00				61,145.00



Number	Supplier		Co	Aging			
	Name	Phone Number		Balance Open	Current	1 - 0	Over 0
19003	NORTH BALDWIN UTILITIES		00001	357.44			357.44
51003	RIVIERA UTILITIES		00001	223.89			223.89
152240	VERIZON WIRELESS **		00001	15,829.12			15,829.12
	General Fund		00001	16,410.45			16,410.45
19003	NORTH BALDWIN UTILITIES		00104	85.26			85.26
	Legislative Del Off Fund		00104	85.26			85.26
97691	BALDWIN COUNTY SEWER SERVICE L		00109	508.94	508.94		
	Animal Shelter		00109	508.94	508.94		
14005	BALDWIN EMC	251 9890118	00111	519.35			519.35
51003	RIVIERA UTILITIES		00111	2,679.77			2,679.77
97691	BALDWIN COUNTY SEWER SERVICE L		00111	228.90	228.90		
	7 Cent Gasoline Tax Fund		00111	3,428.02	228.90		3,199.12
14005	BALDWIN EMC	251 9890118	00140	207.00			207.00
	Council on Aging Fund		00140	207.00			207.00
51003	RIVIERA UTILITIES		00143	31.13			31.13
	Section 18 Fund		00143	31.13			31.13
14005	BALDWIN EMC	251 9890118	00144	949.00			949.00
19021	FAIRHOPE, CITY OF (UTILITIES)		00144	16.10			16.10
51003	RIVIERA UTILITIES		00144	251.94			251.94
97691	BALDWIN COUNTY SEWER SERVICE L		00144	114.45	114.45		
	Parks Fund		00144	1,331.49	114.45		1,217.04
14005	BALDWIN EMC	251 9890118	00510	337.00			337.00
97691	BALDWIN COUNTY SEWER SERVICE L		00510	655.00	655.00		
	Solid Waste Fund		00510	992.00	655.00		337.00
152240	VERIZON WIRELESS **		00708	592.45			592.45
	Community Corrections		00708	592.45			592.45
157622	HOLLOWELL, ASA B		00725	7,338.64	7,338.64		
180942	RELIABLE PROPERTIES LLC		00725	14,275.40	14,275.40		
186426	GUARDIAN TAX AL LLC		00725	1,356.70	1,356.70		
191606	LAKE FOREST PROPERTY OWNERS AS		00725	182.40	182.40		
	Land Redemption Fund		00725	23,153.14	23,153.14		
Grand Total(s)			00725	46,739.88	24,660.43		22,079.45



..... 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		4,610.80-	AA				
PN	9205100			03/06/20	00106	IRS-TAX PAYMENT	54188	195.21-					D	
T7	509241	00106	001	03/06/20		030320133553114	636001408 Payroll Taxes							
						Cash	00018481		195.21-	AA				
PN	9205100			03/06/20	00106	IRS-TAX PAYMENT	54188	1,092.56-					D	
T7	509242	00106	001	03/06/20		030320133553115	636001408 Payroll Taxes							
						Cash	00018481		1,092.56-	AA				
PN	9205100			03/06/20	00109	IRS-TAX PAYMENT	54188	968.30-					D	
T7	509243	00109	001	03/06/20		030320133553116	636001408 Payroll Taxes							
						Cash	00018481		968.30-	AA				
PN	9205100			03/06/20	00109	IRS-TAX PAYMENT	54188	2,147.74-					D	
T7	509244	00109	001	03/06/20		030320133553117	636001408 Payroll Taxes							
						Cash	00018481		2,147.74-	AA				
PN	9205100			03/06/20	00111	IRS-TAX PAYMENT	54188	15,754.06-					D	
T7	509245	00111	001	03/06/20		030320133553118	636001408 Payroll Taxes							
						Cash	00018481		15,754.06-	AA				
PN	9205100			03/06/20	00111	IRS-TAX PAYMENT	54188	33,697.00-					D	
T7	509246	00111	001	03/06/20		030320133553119	636001408 Payroll Taxes							
						Cash	00018481		33,697.00-	AA				
PN	9205100			03/06/20	00120	IRS-TAX PAYMENT	54188	4,963.79-					D	
T7	509248	00120	001	03/06/20		030320133553120	636001408 Payroll Taxes							
						Cash	00018481		4,963.79-	AA				
PN	9205100			03/06/20	00120	IRS-TAX PAYMENT	54188	10,898.60-					D	
T7	509249	00120	001	03/06/20		030320133553121	636001408 Payroll Taxes							

..... Document .....				Date	Co.	Name	Address Number	Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment	Voucher	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L				
				Voucher			Account Description	Account Number	Discount Taken	Distribution				
							Cash	00018481		10,898.60-	AA			
PN	9205100			03/06/20	00140	IRS-TAX PAYMENT	54188		778.42-			D		
T7	509250	00140	001	03/06/20		030320133553122	636001408 Payroll Taxes							
							Cash	00018481		778.42-	AA			
PN	9205100			03/06/20	00140	IRS-TAX PAYMENT	54188		1,799.80-			D		
T7	509251	00140	001	03/06/20		030320133553123	636001408 Payroll Taxes							
							Cash	00018481		1,799.80-	AA			
PN	9205100			03/06/20	00143	IRS-TAX PAYMENT	54188		2,891.59-			D		
T7	509252	00143	001	03/06/20		030320133553124	636001408 Payroll Taxes							
							Cash	00018481		2,891.59-	AA			
PN	9205100			03/06/20	00143	IRS-TAX PAYMENT	54188		7,066.30-			D		
T7	509253	00143	001	03/06/20		030320133553125	636001408 Payroll Taxes							
							Cash	00018481		7,066.30-	AA			
PN	9205100			03/06/20	00144	IRS-TAX PAYMENT	54188		1,246.45-			D		
T7	509254	00144	001	03/06/20		030320133553126	636001408 Payroll Taxes							
							Cash	00018481		1,246.45-	AA			
PN	9205100			03/06/20	00144	IRS-TAX PAYMENT	54188		3,361.24-			D		
T7	509255	00144	001	03/06/20		030320133553127	636001408 Payroll Taxes							
							Cash	00018481		3,361.24-	AA			
PN	9205100			03/06/20	00146	IRS-TAX PAYMENT	54188		281.07-			D		
T7	509256	00146	001	03/06/20		030320133553128	636001408 Payroll Taxes							
							Cash	00018481		281.07-	AA			
PN	9205100			03/06/20	00146	IRS-TAX PAYMENT	54188		482.60-			D		
T7	509257	00146	001	03/06/20		030320133553129	636001408 Payroll Taxes							



..... 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		482.60-	AA				
PN	9205100			03/06/20	00510	IRS-TAX PAYMENT	54188	6,102.33-					D	
T7	509259	00510	001	03/06/20		030320133553130	636001408 Payroll Taxes							
						Cash	00018481		6,102.33-	AA				
PN	9205100			03/06/20	00510	IRS-TAX PAYMENT	54188	11,083.80-					D	
T7	509260	00510	001	03/06/20		030320133553131	636001408 Payroll Taxes							
						Cash	00018481		11,083.80-	AA				
PN	9205100			03/06/20	00511	IRS-TAX PAYMENT	54188	7,116.80-					D	
T7	509261	00511	001	03/06/20		030320133553132	636001408 Payroll Taxes							
						Cash	00018481		7,116.80-	AA				
PN	9205100			03/06/20	00511	IRS-TAX PAYMENT	54188	15,587.08-					D	
T7	509262	00511	001	03/06/20		030320133553133	636001408 Payroll Taxes							
						Cash	00018481		15,587.08-	AA				
PN	9205100			03/06/20	00740	IRS-TAX PAYMENT	54188	43.32-					D	
T7	509263	00740	001	03/06/20		030320133553134	636001408 Payroll Taxes							
						Cash	00018481		43.32-	AA				
PN	9205100			03/06/20	00740	IRS-TAX PAYMENT	54188	145.00-					D	
T7	509264	00740	001	03/06/20		030320133553135	636001408 Payroll Taxes							
						Cash	00018481		145.00-	AA				
Totals for Bank Account								222,693.71-	222,693.71-					
Totals for Batch								222,693.71-	222,693.71-					
User Total								222,693.71-	222,693.71-					

..... 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	2849363	Type	M	Date	3/4/2020	User ID	189171	
PN	9205101			3/4/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					3,071.00-		D	
PV	509723	00790	001	3/4/2020		42257 999 2/28/20	2/24-2/28/20								
						Cash	00018481						3,071.00-	AA	
PN	9205101			3/4/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,243.10-		D	
PV	509723	00790	002	3/4/2020		42257 999 2/28/20	2/24-2/28/20								
						Cash	00018481						2,243.10-	AA	
PN	9205101			3/4/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					106.00-		D	
PV	509723	00790	003	3/4/2020		42257 999 2/28/20	2/24-2/28/20								
						Cash	00018481						106.00-	AA	
PN	9205101			3/4/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					650.41-		D	
PV	509723	00790	004	3/4/2020		42257 999 2/28/20	2/24-2/28/20								
						Cash	00018481						650.41-	AA	
PN	9205101			3/4/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					89,179.79-		D	
PV	509723	00790	005	3/4/2020		42257 999 2/28/20	2/24-2/28/20								
						Cash	00018481						89,179.79-	AA	
PN	9205101			3/4/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					4,614.60-		D	
PV	509723	00790	006	3/4/2020		42257 999 2/28/20	2/24-2/28/20								
						Cash	00018481						4,614.60-	AA	
PN	9205101			3/4/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					269.50-		D	
PV	509723	00790	007	3/4/2020		42257 999 2/28/20	2/24-2/28/20								
						Cash	00018481						269.50-	AA	
Totals for Bank Account								100,134.40-				100,134.40-			

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....						
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
Totals for Batch								100,134.40-	100,134.40-					
User Total								100,134.40-	100,134.40-					
Grand Total								100,134.40-	100,134.40-					

AE

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
717	FLEXIBLE BENEFITS	251 9370264	00001	4,896.73	4,896.73				
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,927.25	3,927.25				
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	577.85	577.85				
112221	WISE, JODY L CIRCUIT CLERK		00001	50.00	50.00				
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,317.00	4,317.00				
184047	O'BRIEN, DANIEL		00001	368.30	368.30				
186456	BALDWIN CNTY COMMISSION - HEAL		00001	167,534.00	167,534.00				
	General Fund		00001	181,671.13	181,671.13				
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	1,240.00	1,240.00				
	County Transportation Fund		00103	1,304.00	1,304.00				
180373	BALDWIN CNTY COMMISSION - DENT		00104	57.00	57.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00104	2,273.00	2,273.00				
	Legislative Del Off Fund		00104	2,330.00	2,330.00				
717	FLEXIBLE BENEFITS	251 9370264	00105	197.14	197.14				
40627	NATIONWIDE RETIREMENT SOLUTION		00105	128.00	128.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	276.75	276.75				
180373	BALDWIN CNTY COMMISSION - DENT		00105	417.00	417.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00105	15,026.00	15,026.00				
	Juvenile Detention Fac Fund		00105	16,044.89	16,044.89				
717	FLEXIBLE BENEFITS	251 9370264	00106	79.17	79.17				
180373	BALDWIN CNTY COMMISSION - DENT		00106	99.50	99.50				
184047	O'BRIEN, DANIEL		00106	252.92	252.92				
186456	BALDWIN CNTY COMMISSION - HEAL		00106	3,483.00	3,483.00				
	Baldwin Co Archives Fund		00106	3,914.59	3,914.59				
40627	NATIONWIDE RETIREMENT SOLUTION		00109	75.00	75.00				
180373	BALDWIN CNTY COMMISSION - DENT		00109	179.00	179.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00109	6,325.00	6,325.00				
	Animal Shelter		00109	6,579.00	6,579.00				
717	FLEXIBLE BENEFITS	251 9370264	00111	1,912.78	1,912.78				
40627	NATIONWIDE RETIREMENT SOLUTION		00111	8,860.00	8,860.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	896.44	896.44				
112221	WISE, JODY L CIRCUIT CLERK		00111	472.43	472.43				
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,761.00	2,761.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00111	111,136.00	111,136.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00111	85.00	85.00				
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84				
	7 Cent Gasoline Tax Fund		00111	126,317.49	126,317.49				
717	FLEXIBLE BENEFITS	251 9370264	00120	946.68	946.68				



Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
40627	NATIONWIDE RETIREMENT SOLUTION		00120	830.00	830.00		
180373	BALDWIN CNTY COMMISSION - DENT		00120	827.00	827.00		
184047	O'BRIEN, DANIEL		00120	337.84	337.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	32,976.00	32,976.00		
	Reappraisal Fund		00120	35,917.52	35,917.52		
717	FLEXIBLE BENEFITS	251 9370264	00140	214.60	214.60		
180373	BALDWIN CNTY COMMISSION - DENT		00140	244.00	244.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	8,488.00	8,488.00		
	Council on Aging Fund		00140	8,946.60	8,946.60		
717	FLEXIBLE BENEFITS	251 9370264	00143	585.46	585.46		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	285.00	285.00		
180373	BALDWIN CNTY COMMISSION - DENT		00143	670.00	670.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	24,541.00	24,541.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00143	12.50	12.50		
	Section 18 Fund		00143	26,093.96	26,093.96		
717	FLEXIBLE BENEFITS	251 9370264	00144	20.84	20.84		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	135.00	135.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	336.46	336.46		
180373	BALDWIN CNTY COMMISSION - DENT		00144	312.50	312.50		
184047	O'BRIEN, DANIEL		00144	423.69	423.69		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	12,812.00	12,812.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00144	25.00	25.00		
	Parks Fund		00144	14,065.49	14,065.49		
717	FLEXIBLE BENEFITS	251 9370264	00146	83.34	83.34		
180373	BALDWIN CNTY COMMISSION - DENT		00146	68.00	68.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	2,480.00	2,480.00		
	Eastern Shore Metro Planning O		00146	2,631.34	2,631.34		
717	FLEXIBLE BENEFITS	251 9370264	00510	775.64	775.64		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	194.50	194.50		
180373	BALDWIN CNTY COMMISSION - DENT		00510	710.50	710.50		
184047	O'BRIEN, DANIEL		00510	140.76	140.76		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	28,149.00	28,149.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00510	92.50	92.50		
	Solid Waste Fund		00510	30,062.90	30,062.90		
717	FLEXIBLE BENEFITS	251 9370264	00511	833.79	833.79		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	305.00	305.00		
54555	AL STATE DEPT OF REVENUE	205 2421220	00511	282.08	282.08		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	696.00	696.00		
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,305.50	1,305.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00511	49,139.00	49,139.00		

..... Supplier .....			..... Aging .....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
188062	BALDWIN CNTY COMMISSION - BOOT		00511	50.00	50.00		
	Solid Waste Collection Fund		00511	52,611.37	52,611.37		
	Grand Total(s)		00511	508,490.28	508,490.28		

..... 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		3/4/2020							
G/L Bank Account 00018481						Cash	Batch Number	2849377	Type	M	Date	3/4/2020	User ID	RBENSON			
PN	9205102			3/4/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				271,171.78-			D			
PV	509789	00001	001	3/4/2020		3042020	PAYROLL; 3/6/2020										
						Cash	00018481					271,171.78-	AA				
PN	9205102			3/4/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				159,150.44-			D			
PV	509789	00001	002	3/4/2020		3042020	PAYROLL; 3/6/2020										
						Cash	00018481					159,150.44-	AA				
PN	9205102			3/4/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10				10,797.17-			D			
PV	509789	00001	003	3/4/2020		3042020	PAYROLL; 3/6/2020										
						Cash	00018481					10,797.17-	AA				
PN	9205102			3/4/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				323,152.97-			D			
PV	509789	00001	004	3/4/2020		3042020	PAYROLL; 3/6/2020										
						Cash	00018481					323,152.97-	AA				
PN	9205102			3/4/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				173,328.41-			D			
PV	509789	00001	005	3/4/2020		3042020	PAYROLL; 3/6/2020										
						Cash	00018481					173,328.41-	AA				
PN	9205102			3/4/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10				13,504.00-			D			
PV	509789	00001	006	3/4/2020		3042020	PAYROLL; 3/6/2020										
						Cash	00018481					13,504.00-	AA				
Totals for Bank Account										951,104.77-		951,104.77-					
Totals for Batch										951,104.77-		951,104.77-					
User Total										951,104.77-		951,104.77-					

Document				Date	Co.	Name	Address Number	Amounts										
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L				LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution									
Grand Total								951,104.77-	951,104.77-									



[illegible]

..... 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						
						Cash	00018481			999.00-	AA				
PN	9205103			3/4/2020	00510	HANCOCK BANK	185975	100.00-					D		
PV	509792	00001	009	3/4/2020		3042020	CREDIT CARD SVC; JAN 2020								
						Cash	00018481			100.00-	AA				
PN	9205103			3/4/2020	00510	HANCOCK BANK	185975	999.00-					D		
PV	509792	00001	010	3/4/2020		3042020	CREDIT CARD SVC; JAN 2020								
						Cash	00018481			999.00-	AA				
PN	9205103			3/4/2020	00510	HANCOCK BANK	185975	1,259.00-					D		
PV	509792	00001	011	3/4/2020		3042020	CREDIT CARD SVC; JAN 2020								
						Cash	00018481			1,259.00-	AA				
PN	9205103			3/4/2020	00001	HANCOCK BANK	185975	150.00-					D		
PV	509792	00001	012	3/4/2020		3042020	CREDIT CARD SVC; JAN 2020								
						Cash	00018481			150.00-	AA				
PN	9205103			3/4/2020	00001	HANCOCK BANK	185975	150.00-					D		
PV	509792	00001	013	3/4/2020		3042020	CREDIT CARD SVC; JAN 2020								
						Cash	00018481			150.00-	AA				
PN	9205103			3/4/2020	00001	HANCOCK BANK	185975	108.28-					D		
PV	509792	00001	014	3/4/2020		3042020	CREDIT CARD SVC; JAN 2020								
						Cash	00018481			108.28-	AA				
PN	9205103			3/4/2020	00001	HANCOCK BANK	185975	20.00-					D		
PV	509792	00001	015	3/4/2020		3042020	CREDIT CARD SVC; JAN 2020								
						Cash	00018481			20.00-	AA				
PN	9205103			3/4/2020	00001	HANCOCK BANK	185975	20.00-					D		
PV	509792	00001	016	3/4/2020		3042020	CREDIT CARD SVC; JAN 2020								

..... 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						
						Cash	00018481			20.00-	AA				
PN	9205103			3/4/2020	00001	HANCOCK BANK	185975	486.40-					D		
PV	509792	00001	017	3/4/2020		3042020	CREDIT CARD SVC; JAN 2020								
						Cash	00018481			486.40-	AA				
PN	9205103			3/4/2020	00001	HANCOCK BANK	185975	495.00-					D		
PV	509792	00001	018	3/4/2020		3042020	CREDIT CARD SVC; JAN 2020								
						Cash	00018481			495.00-	AA				
PN	9205103			3/4/2020	00001	HANCOCK BANK	185975	515.58-					D		
PV	509792	00001	019	3/4/2020		3042020	CREDIT CARD SVC; JAN 2020								
						Cash	00018481			515.58-	AA				
Totals for Bank Account								5,796.88-		5,796.88-					
Totals for Batch								5,796.88-		5,796.88-					
User Total								5,796.88-		5,796.88-					
Grand Total								5,796.88-		5,796.88-					

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
14397	AT&T MOBILITY (WIRELESS) **		00001	49.00		49.00
19003	NORTH BALDWIN UTILITIES		00001	2,718.47		2,718.47
19031	ROBERTSDALE, CITY OF (UTILITIE		00001	24,870.68		24,870.68
54257	FRONTIER COMMUNICATIONS		00001	14.70		14.70
62367	SOUTHERN LINC WIRELESS		00001	281.12		281.12
152240	VERIZON WIRELESS **		00001	22,474.57		22,474.57
50044342	DOUGLAS,HARRY EVERETTE	251 961-7672	00001	125.00		125.00
50058832	HADLEY, THOMAS		00001	125.00		125.00
	General Fund		00001	50,658.54		50,658.54
152240	VERIZON WIRELESS **		00104	189.49		189.49
	Legislative Del Off Fund		00104	189.49		189.49
14397	AT&T MOBILITY (WIRELESS) **		00105	77.60		77.60
19003	NORTH BALDWIN UTILITIES		00105	757.01		757.01
152240	VERIZON WIRELESS **		00105	172.68		172.68
	Juvenile Detention Fac Fund		00105	1,007.29		1,007.29
152240	VERIZON WIRELESS **		00106	86.34		86.34
	Baldwin Co Archives Fund		00106	86.34		86.34
19021	FAIRHOPE, CITY OF (UTILITIES)		00109	165.42		165.42
152240	VERIZON WIRELESS **		00109	652.55		652.55
	Animal Shelter		00109	817.97		817.97
14005	BALDWIN EMC	251 9890118	00111	457.00		457.00
14397	AT&T MOBILITY (WIRELESS) **		00111	95.18		95.18
19003	NORTH BALDWIN UTILITIES		00111	2,464.42		2,464.42
51003	RIVIERA UTILITIES		00111	133.60		133.60
57007	SILVERHILL, TOWN OF (UTILITIES		00111	151.31		151.31
62367	SOUTHERN LINC WIRELESS		00111	2,656.11		2,656.11
152240	VERIZON WIRELESS **		00111	3,415.35		3,415.35
	7 Cent Gasoline Tax Fund		00111	9,372.97		9,372.97
152240	VERIZON WIRELESS **		00120	1,389.30		1,389.30
	Reappraisal Fund		00120	1,389.30		1,389.30
57069	LOXLEY, TOWN OF (UTILITIES)		00140	27.02		27.02
152240	VERIZON WIRELESS **		00140	169.52		169.52
	Council on Aging Fund		00140	196.54		196.54
19031	ROBERTSDALE, CITY OF (UTILITIE		00143	946.00		946.00
152240	VERIZON WIRELESS **		00143	2,693.89		2,693.89
	Section 18 Fund		00143	3,639.89		3,639.89
48197	PERDIDO BAY WATER, SEWER, FIRE	251 9875816	00144	18.72		18.72
57007	SILVERHILL, TOWN OF (UTILITIES		00144	25.50		25.50
62367	SOUTHERN LINC WIRELESS		00144	368.05		368.05
152240	VERIZON WIRELESS **		00144	312.19		312.19



Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
	Parks Fund		00144	724.46			724.46
152240	VERIZON WIRELESS **		00146	86.34			86.34
	Eastern Shore Metro Planning O		00146	86.34			86.34
14005	BALDWIN EMC	251 9890118	00510	464.00			464.00
19003	NORTH BALDWIN UTILITIES		00510	606.10			606.10
19021	FAIRHOPE, CITY OF (UTILITIES)		00510	68.84			68.84
57069	LOXLEY, TOWN OF (UTILITIES)		00510	163.88			163.88
62367	SOUTHERN LINC WIRELESS		00510	780.93			780.93
152240	VERIZON WIRELESS **		00510	473.26			473.26
	Solid Waste Fund		00510	2,557.01			2,557.01
62367	SOUTHERN LINC WIRELESS		00511	1,013.14			1,013.14
152240	VERIZON WIRELESS **		00511	3,749.43			3,749.43
191903	PERRY, TRAMAINE (R)		00511	96.00			96.00
191934	EARHART, SARAH (R)		00511	94.00			94.00
	Solid Waste Collection Fund		00511	4,952.57			4,952.57
19031	ROBERTSDALE, CITY OF (UTILITIE		00708	796.32			796.32
152240	VERIZON WIRELESS **		00708	592.45			592.45
	Community Corrections		00708	1,388.77			1,388.77
157622	HOLLOWELL, ASA B		00725	3,191.44	3,191.44		
182254	PRESCOTT, JOHN HANSEL		00725	1,500.34	1,500.34		
187158	CANOPY INVESTMENT COMPANY LLC		00725	1,114.94	1,114.94		
	Land Redemption Fund		00725	5,806.72	5,806.72		
19031	ROBERTSDALE, CITY OF (UTILITIE		00790	227.00			227.00
	Self Insurance Trust		00790	227.00			227.00
	Grand Total(s)		00790	83,101.20	5,806.72		77,294.48

..... Document .....				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	2849393	Type	M	Date	3/5/2020	User ID	RBENSON
PN	9205106			3/5/2020	00111	AL DEPT OF ENVIRONMENTAL MANAG	10224				1,385.00-		D
PV	509819	00111	001	3/5/2020	PERMIT; LINHOLM BRIDGE	PERMIT; LINHOLM BRIDGE							
					Cash	00018481					1,385.00-	AA	
Totals for Bank Account							1,385.00-				1,385.00-		
Totals for Batch							1,385.00-				1,385.00-		
User Total							1,385.00-				1,385.00-		
Grand Total							1,385.00-				1,385.00-		



..... 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		12,849.72-	AA				
PN	9205104			3/5/2020	00103	RETIREMENT SYSTEMS OF AL	51059	172.85-				D		
T7	509473	00103	001	3/6/2020		03032013355381	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		172.85-	AA				
PN	9205104			3/5/2020	00104	RETIREMENT SYSTEMS OF AL	51059	169.58-				D		
T7	509474	00104	001	3/6/2020		03032013355382	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		169.58-	AA				
PN	9205104			3/5/2020	00104	RETIREMENT SYSTEMS OF AL	51059	470.21-				D		
T7	509475	00104	001	3/6/2020		03032013355383	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		470.21-	AA				
PN	9205104			3/5/2020	00105	RETIREMENT SYSTEMS OF AL	51059	3,393.64-				D		
T7	509476	00105	001	3/6/2020		03032013355384	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		3,393.64-	AA				
PN	9205104			3/5/2020	00105	RETIREMENT SYSTEMS OF AL	51059	903.65-				D		
T7	509477	00105	001	3/6/2020		03032013355385	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		903.65-	AA				
PN	9205104			3/5/2020	00106	RETIREMENT SYSTEMS OF AL	51059	481.75-				D		
T7	509478	00106	001	3/6/2020		03032013355386	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		481.75-	AA				
PN	9205104			3/5/2020	00106	RETIREMENT SYSTEMS OF AL	51059	479.89-				D		
T7	509479	00106	001	3/6/2020		03032013355387	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		479.89-	AA				
PN	9205104			3/5/2020	00109	RETIREMENT SYSTEMS OF AL	51059	378.43-				D		
T7	509480	00109	001	3/6/2020		03032013355388	RSA BW AP PR PPE 3/1/20							



..... 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		378.43-	AA				
PN	9205104			3/5/2020	00109	RETIREMENT SYSTEMS OF AL	51059	1,371.95-				D		
T7	509481	00109	001	3/6/2020		03032013355389	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		1,371.95-	AA				
PN	9205104			3/5/2020	00111	RETIREMENT SYSTEMS OF AL	51059	19,269.82-				D		
T7	509483	00111	001	3/6/2020		03032013355390	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		19,269.82-	AA				
PN	9205104			3/5/2020	00111	RETIREMENT SYSTEMS OF AL	51059	9,963.38-				D		
T7	509484	00111	001	3/6/2020		03032013355391	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		9,963.38-	AA				
PN	9205104			3/5/2020	00120	RETIREMENT SYSTEMS OF AL	51059	6,950.99-				D		
T7	509485	00120	001	3/6/2020		03032013355392	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		6,950.99-	AA				
PN	9205104			3/5/2020	00120	RETIREMENT SYSTEMS OF AL	51059	2,803.32-				D		
T7	509486	00120	001	3/6/2020		03032013355393	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		2,803.32-	AA				
PN	9205104			3/5/2020	00140	RETIREMENT SYSTEMS OF AL	51059	1,498.14-				D		
T7	509487	00140	001	3/6/2020		03032013355394	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		1,498.14-	AA				
PN	9205104			3/5/2020	00140	RETIREMENT SYSTEMS OF AL	51059	186.30-				D		
T7	509488	00140	001	3/6/2020		03032013355395	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		186.30-	AA				
PN	9205104			3/5/2020	00143	RETIREMENT SYSTEMS OF AL	51059	3,626.37-				D		
T7	509489	00143	001	3/6/2020		03032013355396	RSA BW AP PR PPE 3/1/20							

..... 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		3,626.37-	AA				
PN	9205104			3/5/2020	00143	RETIREMENT SYSTEMS OF AL	51059	2,311.88-			D			
T7	509490	00143	001	3/6/2020		03032013355397	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		2,311.88-	AA				
PN	9205104			3/5/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,803.16-			D			
T7	509491	00144	001	3/6/2020		03032013355398	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		1,803.16-	AA				
PN	9205104			3/5/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,127.83-			D			
T7	509492	00144	001	3/6/2020		03032013355399	RSA BW AP PR PPE 3/1/20							
						Cash	00018481		1,127.83-	AA				
PN	9205104			3/5/2020	00001	RETIREMENT SYSTEMS OF AL	51059	.25			D			
PD	509823	00001	001	3/5/2020		3012020	ROUNDING							
						Cash	00018481		.25	AA				
Totals for Bank Account								132,000.80-	132,000.80-					
Totals for Batch								132,000.80-	132,000.80-					
G/L Bank Account 00018481						Cash	Batch Number	2849392	Type	M	Date	3/5/2020	User ID	189171
PN	9205105			3/5/2020	00001	C/O RETIREMENT SYSTEMS OF AL	8889	1,200.00-			D			
T7	509280	00001	001	3/6/2020		03032013355315	RSA1 AP PR PPE 3/1/20							
						Cash	00018481		1,200.00-	AA				
PN	9205105			3/5/2020	00105	C/O RETIREMENT SYSTEMS OF AL	8889	20.00-			D			
T7	509291	00105	001	3/6/2020		03032013355316	RSA1 AP PR PPE 3/1/20							
						Cash	00018481		20.00-	AA				
PN	9205105			3/5/2020	00111	C/O RETIREMENT SYSTEMS OF AL	8889	52.00-			D			

..... 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					
T7	509302	00111	001	3/6/2020		03032013355317	RSA1 AP PR PPE 3/1/20							
						Cash	00018481		52.00-	AA				
PN	9205105			3/5/2020	00120	C/O RETIREMENT SYSTEMS OF AL	8889	90.00-				D		
T7	509313	00120	001	3/6/2020		03032013355318	RSA1 AP PR PPE 3/1/20							
						Cash	00018481		90.00-	AA				
PN	9205105			3/5/2020	00140	C/O RETIREMENT SYSTEMS OF AL	8889	235.00-				D		
T7	509324	00140	001	3/6/2020		03032013355319	RSA1 AP PR PPE 3/1/20							
						Cash	00018481		235.00-	AA				
PN	9205105			3/5/2020	00143	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-				D		
T7	509336	00143	001	3/6/2020		03032013355320	RSA1 AP PR PPE 3/1/20							
						Cash	00018481		25.00-	AA				
PN	9205105			3/5/2020	00146	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-				D		
T7	509347	00146	001	3/6/2020		03032013355321	RSA1 AP PR PPE 3/1/20							
						Cash	00018481		25.00-	AA				
PN	9205105			3/5/2020	00510	C/O RETIREMENT SYSTEMS OF AL	8889	10.00-				D		
T7	509358	00510	001	3/6/2020		03032013355322	RSA1 AP PR PPE 3/1/20							
						Cash	00018481		10.00-	AA				
PN	9205105			3/5/2020	00511	C/O RETIREMENT SYSTEMS OF AL	8889	50.00-				D		
T7	509369	00511	001	3/6/2020		03032013355323	RSA1 AP PR PPE 3/1/20							
						Cash	00018481		50.00-	AA				
Totals for Bank Account								1,707.00-	132,000.80-					
Totals for Batch								1,707.00-	132,000.80-					

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Baldwin County Commission  
Manual Payment Journal

3/5/2020 10:57:14  
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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount	
Ty Voucher Co. Item				Voucher		Account Description	Account Number	Discount Taken	Distribution						
User Total								133,707.80-	132,000.80-						
Grand Total								133,707.80-	132,000.80-						



Document				Date	Co.	Name	Address Number	Amounts				Address				Tax			
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						Amount	
G/L Bank Account 00018481						Cash	Batch Number	2849396	Type	M	Date	3/5/2020	User ID	189171					
PN	9205107			3/5/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					311.40-					D		
PV	509837	00790	001	3/5/2020		42257 998 2282020	2/24-2/28/20												
						Cash	00018481					311.40-	AA						
PN	9205107			3/5/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,622.80-					D		
PV	509837	00790	002	3/5/2020		42257 998 2282020	2/24-2/28/20												
						Cash	00018481					2,622.80-	AA						
PN	9205107			3/5/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					132.00-					D		
PV	509837	00790	003	3/5/2020		42257 998 2282020	2/24-2/28/20												
						Cash	00018481					132.00-	AA						
PN	9205107			3/5/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					367.94-					D		
PV	509837	00790	004	3/5/2020		42257 998 2282020	2/24-2/28/20												
						Cash	00018481					367.94-	AA						
PN	9205107			3/5/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					13,113.58-					D		
PV	509837	00790	005	3/5/2020		42257 998 2282020	2/24-2/28/20												
						Cash	00018481					13,113.58-	AA						
PN	9205107			3/5/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					601.15-					D		
PV	509837	00790	006	3/5/2020		42257 998 2282020	2/24-2/28/20												
						Cash	00018481					601.15-	AA						
Totals for Bank Account								17,148.87-				17,148.87-							
Totals for Batch								17,148.87-				17,148.87-							
User Total								17,148.87-				17,148.87-							

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Baldwin County Commission  
Manual Payment Journal

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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....						
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
Grand Total								17,148.87-	17,148.87-					



Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
176049	STIVERS FORD LINCOLN MERCURY B34	6135012	00001	27,488.00	27,488.00		
	General Fund		00001	27,488.00	27,488.00		
176049	STIVERS FORD LINCOLN MERCURY B34	6135012	00111	59,926.00	59,926.00		
	7 Cent Gasoline Tax Fund		00111	59,926.00	59,926.00		
176049	STIVERS FORD LINCOLN MERCURY B34	6135012	00144	29,963.00	29,963.00		
	Parks Fund		00144	29,963.00	29,963.00		
Grand Total(s)			00144	117,377.00	117,377.00		

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Baldwin County Commission  
Manual Payment Journal

3/6/2020 11:03:40  
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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....										
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount			G/L	LT	PC	PI	Subledger /Type	Tax Amount		
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken			Distribution							
G/L Bank Account				00018481		Cash	Batch Number	2849429	Type	M	Date	3/6/2020	User ID	189171				
PN	9205108			3/6/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				39,894.35-			D				
PV	509920	00790	001	3/6/2020		42257-999 3012020	3/1-4/1/20											
						Cash	00018481				39,894.35-		AA					
						Totals for Bank Account			39,894.35-			39,894.35-						
						Totals for Batch			39,894.35-			39,894.35-						
						User Total			39,894.35-			39,894.35-						
						Grand Total			39,894.35-			39,894.35-						







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0885, **Version:** 1

**Item #:** GA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Anu Gary, Administrative Services Manager, Monica English, Assistant Administrative Services Manager

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### **ITEM TITLE**

Baldwin County Intracoastal Waterway (ICW) Boat Launch Project - Making Final Recorded Documents a Part of the Record

### **STAFF RECOMMENDATION**

Make the recorded Statutory Warranty Deed (Instrument No. 1791221) and all associated documents for the purchase of 45 acres of property on the Gulf Intracoastal Waterway, a part of the record.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** See dates below.

### **Background:**

#### **PREVIOUS BCC ACTION TAKEN:**

October 15, 2019, BCC Regular Meeting - Make part of the record, the following documentation related to the Purchase and Sale Agreement, originally approved during the October 2, 2018, Baldwin County Commission regular meeting, related to the purchase of approximately 45 acres of property on the Gulf Intracoastal Waterway:

1) Fifth Amendment to the Purchase and Sale Agreement, dated October 2, 2019, which amended Section 3.2 of the Agreement, extending the inspection date to October 22, 2019.

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

October 2, 2018, BCC Regular Meeting - The Commission authorized the execution of the Purchase

and Sale Agreement for the 45 acres of property on the Gulf Intracoastal Waterway and committed to investing \$7.5 million dollars to acquire said property.

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

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

January 15, 2019, BCC Regular Meeting - The Commission authorized the Chairman to execute any extensions to the Purchase and Sale Agreement, originally approved during the October 2, 2018, Baldwin County Commission regular meeting related to the purchase of 45 acres of property on the Gulf Intracoastal Waterway

January 15, 2019 - First Amendment to the Purchase and Sale Agreement was signed by the Commission Chairman and dated January 15, 2019, which amended Section 3.2 of the Agreement, extending the inspection date from 120 days after the effective date of the Agreement, to March 18, 2019; and

March 14, 2019 - Second Amendment to the Purchase and Sale Agreement was signed by the Commission Chairman and dated March 14, 2019, which amended Section 3.2 of the Agreement, extending the inspection date from March 18, 2019, to July 31, 2019.

April 2, 2019, BCC Regular Meeting - The Commission made part of the record, the following documentation related to the Purchase and Sale Agreement, originally approved during the October 2, 2018, Baldwin County Commission regular meeting, related to the purchase of approximately 45 acres of property on the Gulf Intracoastal Waterway:

- 1) First Amendment to the Purchase and Sale Agreement, dated January 15, 2019, which amended Section 3.2 of the Agreement, extending the inspection date to March 18, 2019; and
- 2) Second Amendment to the Purchase and Sale Agreement, dated March 14, 2019, which amended Section 3.2 of the Agreement, extending the inspection date to July 31, 2019.

August 6, 2019, BCC Regular Meeting - The Commission made part of the record, the following documentation related to the Purchase and Sale Agreement, originally approved during the October 2, 2018, Baldwin County Commission regular meeting, related to the purchase of approximately 45 acres of property on the Gulf Intracoastal Waterway:

- 1) Third Amendment to the Purchase and Sale Agreement, dated July 25, 2019, which amended Section 3.2 of the Agreement, extending the inspection date to August 30, 2019

September 20, 2019, BCC Regular Meeting - The Commission made part of the record, the following

documentation related to the Purchase and Sale Agreement, originally approved during the October 2, 2018, Baldwin County Commission regular meeting, related to the purchase of approximately 45 acres of property on the Gulf Intracoastal Waterway:

1) Fourth Amendment to the Purchase and Sale Agreement, dated August 27, 2019, which amended Section 3.2 of the Agreement, extending the inspection date to September 13, 2019

September 20, 2019, BCC Regular Meeting - The Commission approved and authorized the Chairman to execute the Gulf of Mexico Security Act (GOMESA) Grant Agreement (Alabama Department of Conservation and Natural Resources ADCNR) in the amount of \$7,500,000.00 for the property acquisition of 45 acres for the Intracoastal Waterway Boat Launch project. *(This agreement shall be effective upon full execution by both parties and terminate ninety (90) days after the end of the Project Period (September 30, 2020), unless extended in writing by ADCNR by amendment. Agreement terms also included in Paragraphs 7, 18 and 22 of the agreement.)*

#### GENERAL BACKGROUND:

The proposed Baldwin County ICW Boat Launch Project on the Gulf Intracoastal Waterway is designed to accommodate the construction of 14 boat launches, 8 fishing piers, 8 staging piers, 12 small picnic gazebos, wharf area, restroom facilities and parking for over 450 vehicles, with space available to accommodate additional amenities in potential future phases.

#### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

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

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

#### LEGAL IMPACT

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

**Reviewed/approved by:** N/A

**Additional comments:** N/A

#### ADVERTISING REQUIREMENTS

**Is advertising required for this recommendation?** N/A

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration:

- 1) Make Statutory Warranty Deed part of the record.
- 2) Add to file (for Deed Book).

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

**Additional instructions/notes:** N/A



May 14, 2018

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

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

Ladies and Gentlemen:

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

The proposed general terms and conditions are:

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

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

3. **Earnest Money.**

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

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

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

5. **Title and Survey.** At Closing, Seller will convey to Purchaser the Property by statutory warranty deed, subject to permitted title and survey exceptions, but free of monetary liens then due and payable. No later than thirty (30) days after the full execution of the Purchase Contract, Seller will cause the Title Company to issue to Purchaser a current title insurance commitment covering the Property. At its own cost, Purchaser may obtain a survey of the Property. Purchaser will have until fifteen (15) days prior to the expiration of the Inspection Period in which to notify Seller in writing of title and survey objections. If Seller does not elect to cure all objections specified in Purchaser's notice, then Purchaser may either accept a conveyance of the Property subject to such matters or terminate the Purchase Contract by sending written notice thereof to Seller prior to the end of the Inspection Period.
6. **Closing.** Closing will be held at the Atlanta, Georgia office of Title Company on October 1, 2018 (the "**Closing Date**"); provided, however, that Seller will have the right to extend the Closing Date for a period of up to one (1) calendar year to achieve VCUP Completion (as defined below). Closing may be held at such other place or such earlier time and date as Seller and Purchaser may mutually approve.
7. **As-Is.** Purchaser acknowledges and agrees that upon Closing, Seller will convey the Property to Purchaser, and Purchaser will accept the Property "as is, where is, with all faults", except to the extent expressly provided otherwise in the Purchase Contract.
8. **Transaction Costs.** Seller will pay (a) one-half ( $\frac{1}{2}$ ) of any escrow fee which may be charged by the Title Company, and (b) the costs of curing all title objections for which Seller is responsible under the Purchase Contract. Purchaser will pay (i) one-half ( $\frac{1}{2}$ ) of any escrow fees charged by the Title Company, (ii) all applicable transfer taxes, documentary stamp taxes and similar charges relating to the transfer of the Property, (iii) the fees for recording the statutory warranty deed, (iv) the premium for any owner's title policy and endorsements obtained by Purchaser at Closing, (v) the cost of Purchaser's inspections of the Property, (vi) the cost of the any survey of the Property that Purchaser may obtain, (ix) all fees, costs and expenses incurred in connection with Seller's achievement of VCUP Completion (as contemplated in Paragraph 12 below). Purchaser and Seller will each be responsible for its own attorneys' fees.
9. **Prorations.** All ad valorem taxes, rents and other items of income and expense will be prorated as of 11:59 p.m. on the date prior to Closing.

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



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

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

Forty Seven Canal Place, LLC  
May 14, 2018  
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Very truly yours,

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

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

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

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

Accepted this 15<sup>th</sup> day of May, 2018:

BALDWIN COUNTY, ALABAMA

By: 

Name: Frank Burt, Jr.

Title: Chairman

## PURCHASE AND SALE AGREEMENT

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

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

WITNESSETH:

### ARTICLE 1

#### PURCHASE AND SALE

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

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

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

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

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

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

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



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

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

## ARTICLE 2

### TITLE AND SURVEY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 3

### INSPECTION PERIOD

#### 3.1 Right of Inspection.

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

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

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

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

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

## ARTICLE 4

### CLOSING

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.4 **Credits and Prorations.**

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

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

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

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

(b) Notwithstanding anything contained in the foregoing provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.8 **ADEM Voluntary Cleanup Program.**

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

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



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

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

## ARTICLE 5

### REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 6

### DEFAULT

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

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

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

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

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

## ARTICLE 7

### CONDEMNATION

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

## ARTICLE 8

### COMMISSIONS

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

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

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

## ARTICLE 9

### DISCLAIMERS, WAIVERS AND INDEMNITY



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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 10

### ESCROW AGENT

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

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

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

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

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

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

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

## ARTICLE 11

### MISCELLANEOUS

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

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

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

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

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

If to Seller:

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

with a copy to:



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

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

with a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures Commence on Following Page]

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


**SELLER:**

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

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

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

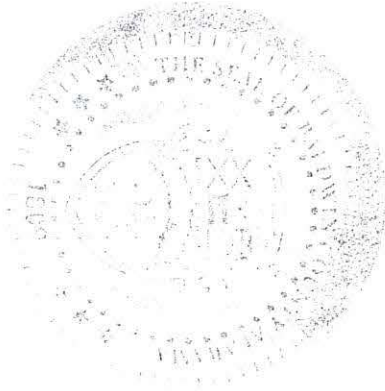
By: Mid-America Apartments Communities, Inc.,  
a Tennessee corporation,  
its sole general partner

By:   
Name: DAVID WARD  
Title: EVP

[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

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

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



**PURCHASER:**

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

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

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

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

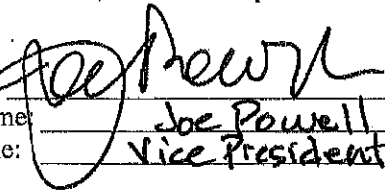
Fidelity National Title Insurance Company, as Escrow Agent, is a party to such Purchase and Sale Agreement for the limited purposes set forth therein.



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

**ESCROW AGENT:**

FIDELITY NATIONAL TITLE INSURANCE  
COMPANY, a Florida corporation

By:   
Name: Joe Powell  
Title: Vice President

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

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

## EXHIBIT A

### LAND DESCRIPTION

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

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

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

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

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

**EXHIBIT C**

**FORM OF STATUTORY WARRANTY DEED**

THIS INSTRUMENT PREPARED BY:

SEND TAX NOTICE TO:

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

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

STATE OF ALABAMA                    )  
  :  
COUNTY OF BALDWIN                )

**STATUTORY WARRANTY DEED**

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

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

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

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

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

[*Signature page follows*]



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

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

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

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

Given under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: \_\_\_\_\_

**EXHIBIT D**



## Schedule 1

### Loan Documents

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

## Schedule 2

### List of Environmental Documents

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

### Voluntary Cleanup Program

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

### Environmental Impact Statement

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

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



**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**RESOLUTION #2019-012**

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

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

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

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

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

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

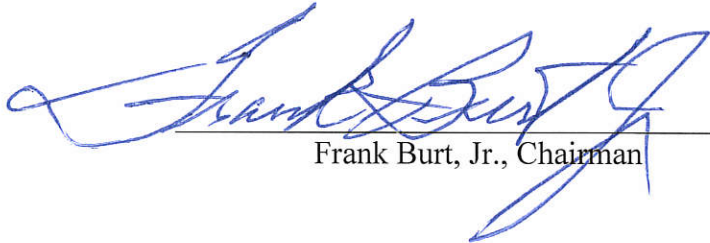
WHEREAS, the Baldwin County Commission, during its regularly scheduled meeting held on October 2, 2018, authorized the execution of the purchase and sale agreement for the 45 acres of property on the Gulf Intracoastal Waterway and committed to investing \$7.5 million dollars to acquire said property;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

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

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

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

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



---

Frank Burt, Jr., Chairman



---

Ronald J. Cink, County Administrator



FIRST AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of January 15, 2019 (the "Amendment Date"), by and between FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Seller"), and BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama ("Purchaser").

WITNESSETH THAT:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated October 2, 2018 (the "Agreement"), with respect to certain property comprised of approximately 44.49 acres, located in the City of Orange Beach, Baldwin County, being more particularly described in the Agreement as the "Property"; and

WHEREAS, Seller and Purchaser desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller, intending to be legally bound, amend the Agreement and agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this Amendment have the respective meanings given to them in the Agreement.

2. Inspection Date. Section 3.2 of the Agreement is hereby amended to omit the phrase "the date that is one hundred twenty (120) days after the Effective Date" from the first sentence of such Section, and to replace such omitted phrase with the date "March 18, 2019." For avoidance of doubt, the effect of the foregoing amendment is that, for all purposes under the Agreement, the "Inspection Date" shall be March 18, 2019.

3. Ratification. Except as expressly amended under this Amendment, the Agreement remains unamended and in full force and effect. Seller and Purchaser ratify and confirm the Agreement as amended by this Amendment.

4. Entire Agreement. This Amendment contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

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

6. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that

any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment or any exhibits or amendments hereto.

7. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature pages executed by the handwritten signature of a party by telecopy or pdf. The signature of any party to any counterpart may be appended to any other counterpart.

*[signatures commence on following page]*

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

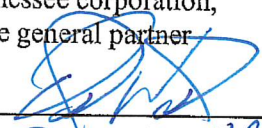
SELLER:

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

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

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

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

By:   
Name: DAVID WARD  
Title: EVP

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

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



PURCHASER:

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

By: CSG & ALN 1/15/19  
Name: Charles F. Gruber  
Title: Chairman

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

SECOND AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of March 14, 2019 (the "Amendment Date"), by and between FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Seller"), and BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama ("Purchaser").

WITNESSETH THAT:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated October 2, 2018, as amended by that First Amendment to Purchase and Sale Agreement dated January 15, 2019 (the "Agreement"), with respect to certain property comprised of approximately 44.49 acres, located in the City of Orange Beach, Baldwin County, being more particularly described in the Agreement as the "Property"; and

WHEREAS, Seller and Purchaser desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller, intending to be legally bound, amend the Agreement and agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this Amendment have the respective meanings given to them in the Agreement.

2. Inspection Date. Section 3.2 of the Agreement is hereby amended to omit the date "March 18, 2019" from the first sentence of such Section, and to replace such omitted date with the phrase "on or before the earlier of (a) the date that is thirty (30) days after Seller has attained VCUP Completion and has provided written notice to Purchaser of the same, and (b) July 31, 2019." For avoidance of doubt, the effect of the foregoing amendment is that, for all purposes under the Agreement, the "Inspection Date" shall be the date that is the earlier of (i) the date that is thirty (30) days after Seller has attained VCUP Completion and has provided written notice to Purchaser of the same, and (ii) July 31, 2019.

3. Ratification. Except as expressly amended under this Amendment, the Agreement remains unamended and in full force and effect. Seller and Purchaser ratify and confirm the Agreement as amended by this Amendment.

4. Entire Agreement. This Amendment contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

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

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

7. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature pages executed by the handwritten signature of a party by telecopy or pdf. The signature of any party to any counterpart may be appended to any other counterpart.

*[signatures commence on following page]*

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

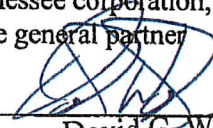
SELLER:

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

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

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

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

By:   
Name: David C. Ward  
Title: Executive Vice President

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

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

PURCHASER:

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

By: CFL & AL  
Name: Charles F. Gruher  
Title: Chairman

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



THIRD AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of July 25, 2019 (the "Amendment Date"), by and between FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Seller"), and BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama ("Purchaser").

WITNESSETH THAT:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated October 2, 2018, as amended by that First Amendment to Purchase and Sale Agreement dated January 15, 2019, as amended by that Second Amendment to Purchase and Sale Agreement dated March 14, 2019 (the "Agreement"), with respect to certain property comprised of approximately 44.49 acres, located in the City of Orange Beach, Baldwin County, being more particularly described in the Agreement as the "Property"; and

WHEREAS, Seller and Purchaser desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller, intending to be legally bound, amend the Agreement and agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this Amendment have the respective meanings given to them in the Agreement.
2. Inspection Date. Section 3.2 of the Agreement is hereby amended by deleting the reference to the date "July 31, 2019" from the first sentence of such Section, and inserting the date August 30, 2019 in lieu thereof. For avoidance of doubt, the effect of the foregoing amendment is that, for all purposes under the Agreement, the "Inspection Date" shall be the date that is the earlier of (i) the date that is thirty (30) days after Seller has attained VCUP Completion and has provided written notice to Purchaser of the same, and (ii) August 30, 2019.
3. Ratification. Except as expressly amended under this Amendment, the Agreement remains unamended and in full force and effect. Seller and Purchaser ratify and confirm the Agreement as amended by this Amendment.
4. Entire Agreement. This Amendment contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.
5. Captions. The section headings appearing in this Amendment are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

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

7. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature pages executed by the handwritten signature of a party by telecopy or pdf. The signature of any party to any counterpart may be appended to any other counterpart.

*[signatures commence on following page]*

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

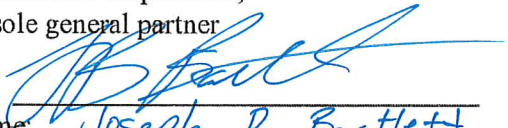
SELLER:

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

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

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

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

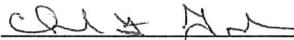
By:   
Name: Joseph B. Bartlett  
Title: Vice President, Legal

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

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

PURCHASER:

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

By:   
Name: Charles F. Gruber  
Title: Chairman

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

RECEIVED  
AUG 29 2019  
BY: Met

FOURTH AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of August ~~27~~, 2019 (the "Amendment Date"), by and between FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Seller"), and BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama ("Purchaser").

WITNESSETH THAT:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated October 2, 2018, as amended by that First Amendment to Purchase and Sale Agreement dated January 15, 2019, as amended by that Second Amendment to Purchase and Sale Agreement dated March 14, 2019, as amended by Third Amendment to Purchase and Sale Agreement dated July 25, 2019 (the "Agreement"), with respect to certain property comprised of approximately 44.49 acres, located in the City of Orange Beach, Baldwin County, being more particularly described in the Agreement as the "Property"; and

WHEREAS, Seller and Purchaser desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller, intending to be legally bound, amend the Agreement and agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this Amendment have the respective meanings given to them in the Agreement.

2. Inspection Date. Section 3.2 of the Agreement is hereby amended by deleting the reference to the date "August 30, 2019" from the first sentence of such Section, and inserting the date September 13, 2019 in lieu thereof. For avoidance of doubt, the effect of the foregoing amendment is that, for all purposes under the Agreement, the "Inspection Date" shall be the date that is the earlier of (i) the date that is thirty (30) days after Seller has attained VCUP Completion and has provided written notice to Purchaser of the same, and (ii) September 13, 2019.

3. Ratification. Except as expressly amended under this Amendment, the Agreement remains unamended and in full force and effect. Seller and Purchaser ratify and confirm the Agreement as amended by this Amendment.

4. Entire Agreement. This Amendment contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.



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

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

7. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature pages executed by the handwritten signature of a party by telecopy or pdf. The signature of any party to any counterpart may be appended to any other counterpart.

*[signatures commence on following page]*

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

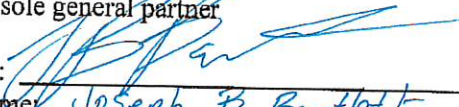
SELLER:

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

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

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

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

By:   
Name: Joseph B. Bartlett  
Title: VP, President

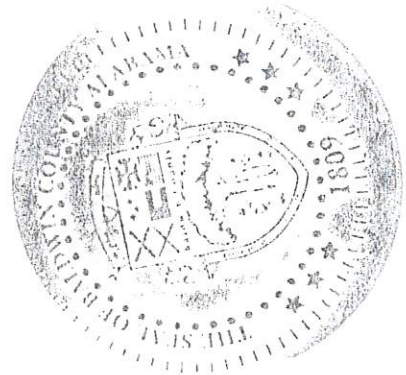
[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

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

PURCHASER:

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

By: Charles E. Gruber  
Name: Charles E. Gruber  
Title: Chairman



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



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

MEMBERS  
DISTRICT 1. JAMES E. BALL  
2. JOE DAVIS, III  
3. BILLIE JO UNDERWOOD  
4. CHARLES F. GRUBER

September 20, 2019

Mr. Christopher M. Blankenship  
Commissioner  
Alabama Department of Conservation and Natural Resources  
64 North Union Street  
Suite 468  
Montgomery, Alabama 36130

**RE: Baldwin County Intracoastal Waterway (ICW) Boat Launch - Alabama  
Department of Conservation and Natural Resources (ADCNR) - Gulf of Mexico  
Security Act (GOMESA) Grant Agreement**

Dear Commissioner Blankenship:

The Baldwin County Commission, during its regularly scheduled meeting held on September 20, 2019, approved and authorized me, as Chairman, to execute the *Gulf of Mexico Security Act (GOMESA) Grant Agreement* in the amount of \$7,500,000.00 for the property acquisition of forty-five (45) acres for the Intracoastal Waterway Boat Launch project. This *Agreement* shall be effective upon full execution by both parties and terminate ninety (90) days after the end of the Project Period (September 30, 2020), unless extended in writing by ADCNR by amendment. The *Agreement* terms are also included in Paragraphs 7, 18 and 22 of the *Agreement*.

Enclosed are three (3) **fully executed original** *Grant Agreements* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Joey Nunnally, County Engineer, at (251) 937-0371.

Sincerely,

CHARLES F. GRUBER, Chairman  
Baldwin County Commission

CFG/met Item IA2

cc: Joey Nunnally  
John Sedlack  
Lisa Sangster

ENCLOSURE(S)



**STATE OF ALABAMA**

**ADCNR GRANT#: G-BCCIWR/19/BCC**

**BALDWIN COUNTY**

**GOMESA GRANT AGREEMENT**

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the Baldwin County Commission, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Security Act of 2006 (GOMESA) to Grantee for the purpose of acquiring approximately 45 acres on the Intracoastal Waterway (ICW) as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **PROJECT SERVICES:** Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 16.
3. **PROJECT PERIOD:** The Project Period shall begin as of the Effective Date as defined hereinbelow and end September 30, 2020.
4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Period, unless extended in writing by ADCNR by amendment pursuant to Paragraph 12.
5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide the Grantee with a total disbursement of GOMESA funds not to exceed SEVEN MILLION AND FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified



above and such other supporting documents including such items set forth in Exhibit A. The disbursement of funds will be provided as a single installment as set forth in Exhibit A. In the event these funds are not fully expended before the end of the Project Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. CONTINGENCY/ FUNDING AVAILABILITY: Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
8. ALLOWABLE COSTS: Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A; all requirements of GOMESA; local, state and federal laws; and other applicable requirements including the following:
  - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.
  - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.
  - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.
  - d. Grantee acknowledges that Allowable Costs for the purchase cost of land acquisition shall not exceed the properly appraised value of acreage being acquired.
  - e. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
9. REPORTS: Grantee agrees to submit a financial and performance report no later than April 30, 2020. The report shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than sixty (60) days after the end of the Project Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this

Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources  
Attn: GOMESA Coordinator  
31115 Five Rivers Blvd.  
Spanish Fort, AL 36527

10. INDEMNIFICATION AND HOLD HARMLESS:

- a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.



11. CLAIMS FOR LIENS: Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.
12. ASSIGNMENT/AMENDMENT: Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.
13. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
14. COMPLIANCE WITH LAWS: The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state and local permits and pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
15. TAX RESPONSIBILITY: Grantee hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
16. RECORDS: The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers and records of the Grantee and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
  - a. Grantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at [http://www.archives.alabama.gov/officials/rdas/Conservation\\_RDA\\_2016.pdf](http://www.archives.alabama.gov/officials/rdas/Conservation_RDA_2016.pdf)), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

- b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository. Grantee shall also simultaneously therewith forward a copy of same to ADCNR
  - c. The provisions of this Paragraph 16 shall survive the Agreement Term and remain a continuing obligation of Grantee.
17. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in the amount of ONE MILLION DOLLARS (\$1,000,000), and shall include ADCNR, its employees and agents, as additional insureds in said insurance policy. Grantee shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by ADCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.
18. **TERMINATION:** In addition to terms of Paragraphs 7 and 22, this Agreement may be terminated as follows:
- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested) or overnight courier (signature required), to Grantee of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
  - b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings,



maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

- c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
19. PRESS/EVENTS: Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to the acquisition of the 45 acres on the Intracoastal Waterway (ICW) as described in Exhibit A at least five (5) working days prior to the scheduled event or release.
20. CONFLICT OF INTEREST CERTIFICATION: The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
21. DISCRIMINATION: Grantee agrees to comply with all Federal and State laws which prohibit discrimination on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
22. PRORATION: In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
23. NOT A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
24. DISPUTE RESOLUTION: In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute



resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

25. IMMIGRATION: By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
26. NO AGENCY: By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.
27. NOT ENTITLED TO MERIT SYSTEM: Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
28. BOYCOTT: In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
29. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

To ADCNR:

Alabama Department of Conservation and Natural Resources  
Attn: Christopher M. Blankenship, Commissioner  
64 N. Union St., Suite 468  
Montgomery, AL 36130

To Grantee:

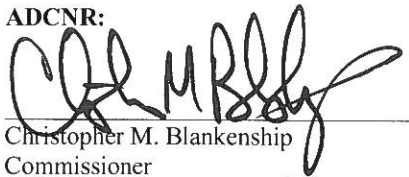
Baldwin County Commission  
Attn: Charles F. Gruber, Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

30. SEVERABILITY: In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
31. REVIEW AND EXECUTION: Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.
32. ADCNR AND GRANTEE REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.
33. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

**ADCNR:**

  
\_\_\_\_\_  
Christopher M. Blankenship  
Commissioner

Date: 9-18, 2019

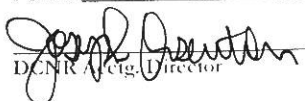
**GRANTEE:**

  
\_\_\_\_\_  
(Signature)

By: Charles F. Gruber  
(Print Name)

Its: Chairman  
(Print Title)

FUNDS AVAILABLE  
FUND \_\_\_\_\_

  
\_\_\_\_\_  
DCNR Asst. Dir.

APPROVED LEGAL

  
\_\_\_\_\_  
RC

# EXHIBIT A

State of Alabama

Gulf of Mexico Energy Security Act of 2006

Disbursement Justification

## Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. **Implementation of a federally-approved marine, coastal, or comprehensive conservation management plan;**
- d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects;**
- e. Planning assistance and the administrative costs.

## Project Description:

### Baldwin County Intracoastal Waterway (ICW) Boat Launch

As the coastal population continues to grow, the southern part of Baldwin County is seeing increased demand for public access to Bon Secour Bay, Mobile Bay, Wolf Bay, Perdido Bay, and the Gulf of Mexico via the Gulf Intracoastal Waterway. With the recent closure of a private boat launch, the remaining public access points are overwhelmed and currently do not provide the infrastructure necessary to safely accommodate boaters, which will soon become an even greater safety concern.

This project will provide funding toward the acquisition of approximately 45 acres on the ICW. The property lies just east of the Foley Beach Express Bridge in Orange Beach, AL. The project, which is in the conceptual phase until the acquisition is complete, will consist of the construction of multiple boat launches in existing inlets, fishing piers, staging piers, picnic gazebos, a wharf area, restroom facilities and adequate public parking. These improvements will be accomplished through a separate funding source. Accordingly, GOMESA funds will be used solely to support the land acquisition portion of the project. For illustration purposes only, the initial concept is attached as Figure 1.

The proposed project will ensure protection of adjacent resources (i.e., shoreline, wetlands, and surface water) from site work through the implementation of appropriate Best Management Practices. The project will also provide for safe public boat launch & recovery, accommodate future growth, and provide public access for additional recreational activities.



## EXHIBIT A

### Project Duration:

This overall project is expected to take approximately 27 months. However, the property acquisition component to be supported with GOMESA funding is anticipated to occur within approximately 12 months.

### Project Costs:

GOMESA will fund \$7,500,000.00 of appraised value toward the property acquisition for the Intracoastal Waterway Boat Launch project. The disbursement will be made as a single installment following full execution of the Agreement and receipt of an invoice for Allowable Costs which shall include (1) a copy of the recorded Environmental Covenant related to Forty Seven Canal Place, LLC as approved by the Alabama Department of Environmental Management (ADEM); (2) a copy of ADEM's Conditional Letter of Concurrence; and (3) evidence of appraised value (including confirmation from appraiser that the Environmental Covenant was evaluated in confirming current appraised value).

Category	Estimated Cost
Property Acquisition (Not to Exceed Appraised Value)	\$7,500,000

### Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses and (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan. The Alabama Coastal Management Program (ACAMP) was approved by the National Oceanic and Atmospheric Administration (NOAA) on January 25, 2017. The ACAMP provides a balance of economic growth with the need for preservation of Alabama's coastal resources. This project will enhance public and recreational use of the ICW. This project also meets authorized use (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

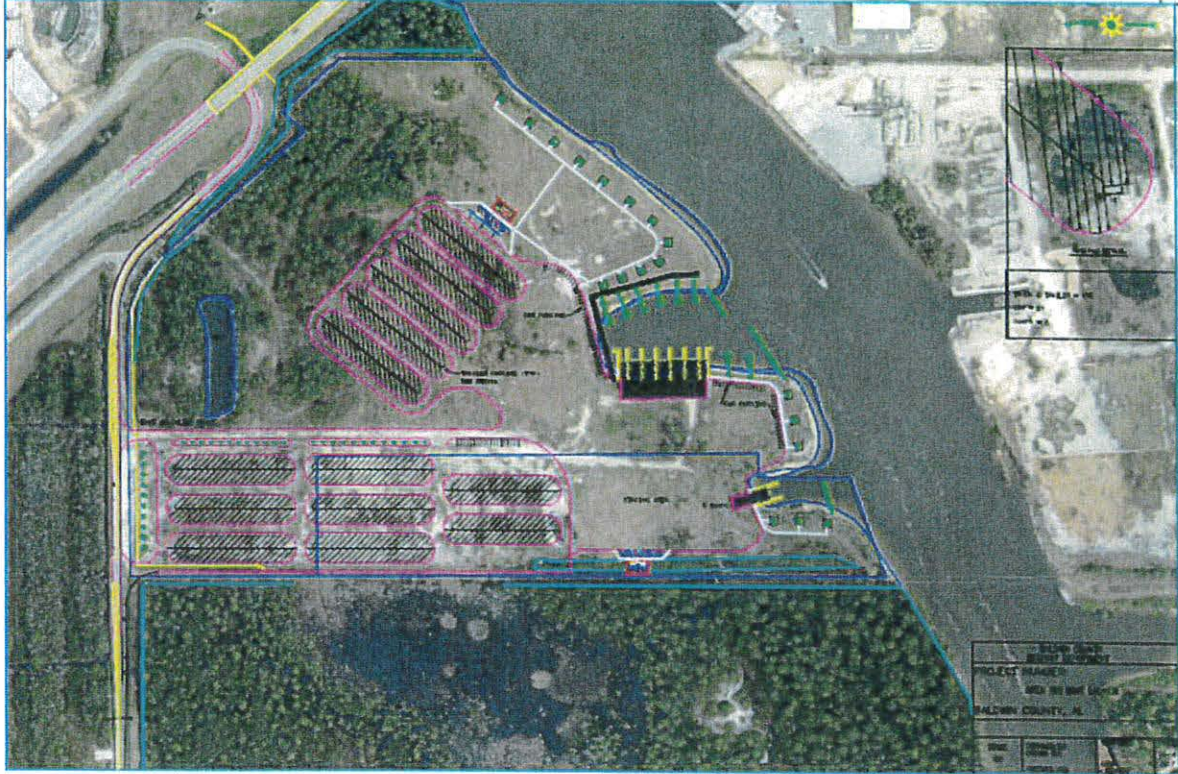
\*\*\*\*\*

Submitted and Approved By: Joey Nunnally  
County Engineer,  
Baldwin County Commission



## EXHIBIT A

Figure 1: Proposed Property Acquisition and Improvements



FIFTH AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

THIS FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of October 2, 2019 (the "Amendment Date"), by and between FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Seller"), and BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama ("Purchaser").

WITNESSETH THAT:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated October 2, 2018, as amended by that First Amendment to Purchase and Sale Agreement dated January 15, 2019, as amended by that Second Amendment to Purchase and Sale Agreement dated March 14, 2019, as amended by Third Amendment to Purchase and Sale Agreement dated July 25, 2019, as amended by Fourth Amendment to Purchase and Sale Agreement dated August 27, 2019 (as amended, the "Agreement"), with respect to certain property comprised of approximately 44.49 acres, located in the City of Orange Beach, Baldwin County, being more particularly described in the Agreement as the "Property"; and

WHEREAS, Seller and Purchaser desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller, intending to be legally bound, amend the Agreement and agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this Amendment have the respective meanings given to them in the Agreement.

2. Closing Date. Section 4.1 of the Agreement is hereby amended by deleting the first sentence of such Section in its entirety and inserting the following in lieu thereof:

"Unless extended under other provisions of this Agreement, the consummation of the transaction contemplated hereby (the "**Closing**") shall be held at the office of the Escrow Agent in metropolitan Atlanta, Georgia on or before October 22, 2019."

3. Ratification. Except as expressly amended under this Amendment, the Agreement remains unamended and in full force and effect. Seller and Purchaser ratify and confirm the Agreement as amended by this Amendment.

4. Entire Agreement. This Amendment contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

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

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

7. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature pages executed by the handwritten signature of a party by telecopy or pdf. The signature of any party to any counterpart may be appended to any other counterpart.

*[signatures commence on following page]*



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


SELLER:

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

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

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

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

By:   
Name: Robert J. DeLoe  
Title: EVP

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

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

PURCHASER:

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

By: Charles F. Gruher  
Name: Charles F. Gruher  
Title: Chairman

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





5565 Glenridge Connector, Suite 300  
Atlanta, GA 30342  
Phone: (770)850-9600 / Fax: (770)850-8222

**RECEIVED**  
**DEC 12 2019**

**BY:** *aks*

Baldwin County  
312 Courthouse Square, Ste 12  
Bay Minette, AL 36507

**Date:** December 11, 2019  
**Escrow No.:** 182089ATL-LH  
**Buyer(s):** Baldwin County  
**Seller(s):** Forty Seven Canal Place, LLC, an  
Alabama limited liability company  
**Property:** 47 Canal ; 44.49 acres  
Orange Beach, AL

Dear Baldwin County:

In connection with the above referenced transaction, please find the following enclosed:

- Statutory Warranty Deed - Instrument No. 1791221

We appreciate the opportunity of being of service to you. If we can be of further assistance, please feel free to call upon us.

Sincerely,

*Raquel Hampton*

Raquel Hampton  
Raquel.Hampton@fntg.com

rh

Enclosure(s)

cc: Linda Hart, Multi Site Project Administrator / Fidelity National Title Ins Co.

Return to:  
Von Crook  
First National Financial Title Services, LLC  
3301 Windy Ridge Parkway, Suite 300  
Atlanta, GA 30339  
770-916-4347 **AL25180909TV**

BALDWIN COUNTY, ALABAMA  
HARRY D'OLIVE, JR. PROBATE JUDGE  
Filed/cert. 10/24/2019 1:16 PM  
TOTAL \$ 0.00  
5 Pages

1791221



THIS INSTRUMENT PREPARED BY:

Joe Bartlett, Esq.  
Forty Seven Canal Place, LLC  
4401 Northside Parkway, Suite 600  
Atlanta, GA 30327

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

**STATUTORY WARRANTY DEED**

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this 22 day of October, 2019, by FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Grantor"), in favor of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, P.O. Box 1389, Bay Minette, Baldwin County, Alabama 36507 ("Grantee").

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

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

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

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

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the 16<sup>th</sup> day of October, 2019, to be effective as of the day and year first above written.

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

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

By: Mid-America Apartments, L.P., a Tennessee limited  
partnership, its manager and sole member

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

By: Robert J. DelPriore  
Robert J. DelPriore  
Executive Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

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

Given under my hand and official seal this the 16<sup>th</sup> day of October, 2019.

Dana Terle  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 3-8-23



### EXHIBIT A

All of that certain real property in the County of Baldwin, State of Alabama, described as follows, to wit:

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

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



**EXHIBIT B**  
**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2019, and subsequent years, which are not yet due and payable.
2. All matters that would be disclosed by a current and accurate survey and inspection of the property.
3. All matters of record.
4. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property.
5. Rights of upstream and downstream riparian owners with respect to any body of water that may lie adjacent to, or traverse through, the property.
6. All rights of the United States of America, the State of Alabama, the City of Orange Beach or the County of Baldwin pertaining to any body of water that may lie adjacent to, or traverse through, the property.



# Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name	Forty Seven Canal Place, LLC	Grantee's Name	Baldwin County Commission
Mailing Address	4401 Northside Parkway, Suite 600	Mailing Address	322 Courthouse Square
	Atlanta, GA 30327		Bay Minette, AL 36507
	Attn: Joe Bartlett		Attn: Ron Cink
Property Address	Approx. 44.5 acres	Date of Sale	10/22/2019
	Orange Beach, Baldwin County, AL	Total Purchase Price	\$ 7,500,000.00
	66-01-02-1-001-001.000	or	
	66-01-02-1-001-002.000	Actual Value	\$
		or	
		Assessor's Market Value	\$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input checked="" type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input type="checkbox"/> Closing Statement	

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.



Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date	10-16-19	Print	Forty Seven Canal Place, LLC
Unattested		Sign *	
	(verified by)		(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

\* as Executive Vice President of  
Mid-America Apartment Communities, Inc.,  
the general partner of Mid-America  
Apartments, L.P., the manager of  
CPSI, LLC, the manager of Grantor

ORIGIN ID: TMAA (678) 213-1755  
RAQUEL HAMPTON  
NATIONAL COMMERCIAL SERVICES  
3301 WINDY RIDGE PARKWAY  
SUITE 300  
ATLANTA, GA 30339  
UNITED STATES US

SHIP DATE: 11DEC19  
ACTWGT: 0.10 LB  
CAD: 112936175/WSX12750

BILL SENDER

TO **ANU GARY**  
**BALDWIN COUNTY**  
**312 COURTHOUSE SQUARE, STE 12**

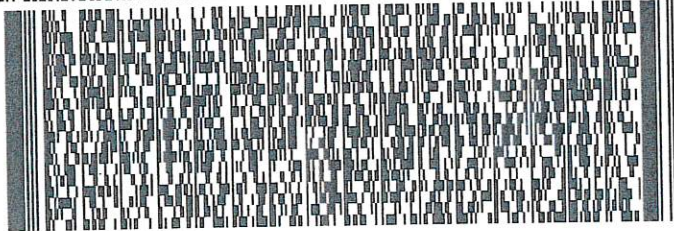
**BAY MINETTE AL 36507**

(251) 580-2564

REF: 182089ATL

INV:  
PO:

DEPT:



**FedEx**  
Express



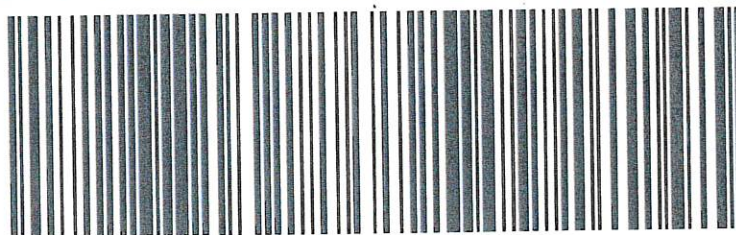
REL#  
3785346

**THU - 12 DEC 12:00P**  
**PRIORITY OVERNIGHT**

TRK#  
0201 **7788 2712 3329**

**XH MOBA**

**36507**  
**AL-US BFM**



567 J218DD05A2

J182119091901ur





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0889, **Version:** 1

**Item #:** GA2

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Anu Gary, Administrative Services Director; Monica English, Assistant Administrative Services Manager

---

### **ITEM TITLE**

Little River S.A.I.L. Center (Ferguson Property Purchase) - Making Final Recorded Documents a Part of the Record

### **STAFF RECOMMENDATION**

Make the Statutory Warranty Deed (Instrument No. 1767749) and all associated documents for the purchase of the Ferguson property in Little River, Alabama a part of the record.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** April 2, 2019

**Background:** Authorized the Chairman to execute the Contract of Purchase and Sale between William Spencer Ferguson and Baldwin County, Alabama, to purchase property in the Little River community in the amount of \$20,000.00, for the construction of a S.A.I.L. Center.

### **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:

- 1) Make Statutory Warranty Deed part of the record.
- 2) Add to file (for Deed Book).

**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**

### **STAFF RECOMMENDATION:**

1. Authorize the Chairman to execute the contract of purchase and sale between William Spencer Ferguson and Baldwin County, Alabama, a copy of which is attached as Exhibit A. The purchase price to be paid for the subject property is \$20,000.00.





STATE OF ALABAMA

CONTRACT OF PURCHASE AND SALE

COUNTY OF BALDWIN

This Contract of Purchase and Sale is entered into on this the \_\_\_\_\_ day of December, 2018, by and William Spencer Ferguson, a \_\_\_\_\_ man (hereinafter referred to as "Seller"), and BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as "Buyer").

W I T N E S S E T H :

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby mutually covenant and agree as follows:

1. Agreement of Purchase and Sale -- Subject to the terms and conditions as hereinafter set forth, Seller agrees to sell, and Buyer agrees to purchase and pay for, according to the terms set forth below, the following described real property and improvements situated thereon in Baldwin County, Alabama, to-wit:

COMMENCING from the purported Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 3 North, Range 4 East, Baldwin County, AL, said point being a set mag nail and shield in pavement, thence N 89° 54' 10" W 793.84' to a point, thence S 00° 00' 00" W 49.08' to a set aluminum capped rebar labeled Baldwin County Highway Department, said point also being the POINT OF BEGINNING, thence S 89° 37' 27" E 225.9' to a set aluminum capped rebar labeled Baldwin County Highway Department, thence S 00° 00' 00" W 384.98' to a set aluminum capped rebar labeled Baldwin County Highway Department, thence S 90° 00' 00" W 225.9' to a set aluminum capped rebar labeled Baldwin County

Highway Department, thence N 00° 00' 00" E 386.46' back to the point of beginning, containing ±2.00 acres, and subject to all easements, right of ways, and restrictions included therein.

LESS AND EXCEPT all rights to all minerals in, on and/or under the subject property. Notwithstanding the foregoing, the Seller, or his heirs or assigns, shall have no right to disturb or undermine the surface of the property and any improvements constructed thereon by the Buyer.

Upon completion of a survey of the subject property, the survey description will be substituted for the legal description.

2. Payment and Amount of Purchase Price -- Seller and Buyer agree that the purchase price to be paid for the Seller's Property shall be the sum of Twenty Thousand Dollars (\$20,000.00). Simultaneously with the execution of this Contract, Buyer has remitted to Seller an earnest money deposit in the amount of Five Hundred Dollars (\$500.00) which shall be credited toward the purchase price. The balance of the purchase price in the amount of Nineteen Thousand Five Hundred Dollars (\$19,500.00) shall be paid by the Buyer to Seller at closing, in certified funds.

3. Title Insurance and Survey -- Seller shall furnish to Buyer, at Buyer's expense, an ALTA Owner's Title Insurance Commitment issued by a title insurance company selected by the Buyer, insuring Seller's Property to Buyer in an amount equal to the purchase price. Said Commitment for Title Insurance shall be delivered to Buyer not later than twenty-one (21) days from the date of this Contract, and said Commitment shall be subject only to such exceptions and other matters which are acceptable to Buyer, in Buyer's sole discretion. In addition, Buyer

may obtain a survey of the Seller's Property, at Buyer's expense, performed by a registered land surveyor in the State of Alabama, which survey shall indicate no encroachments, encumbrances, rights of way or other matters except those which are suitable to Buyer, in Buyer's sole discretion. In the event the Buyer determines that the survey and Title Commitment provided for herein are not acceptable, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Seller shall immediately return the earnest money deposit to the Buyer.

4. Seller's Representations and Warranties -- Seller hereby represents, warrants and covenants unto Buyer as follows:

- A. Seller's Property is not the subject of any representation or outstanding agreement with any party pursuant to which any such party may acquire an interest therein;
- B. Seller has received no notice of taking or condemnation, actual or proposed, with respect to the Seller's Property or any portion thereof;
- C. There are no lawsuits or legal proceedings pending or threatened regarding ownership, use or possession of Seller's Property;
- D. There are no parties in possession of any portion of Seller's Property as lessees, tenants at sufferance, trespassers or otherwise;
- E. There has been no material or labor furnished for the Seller's Property for which payment has not been made, and there are no mechanic's or materialmen's claims of nonpayment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to Seller's Property;
- F. Between the date hereof and the closing date, Seller shall not sell, transfer, convey or mortgage the Seller's Property, or any part thereof, or take any other action, or permit any action to be taken by any other person, that might affect title to the Seller's Property or otherwise impair the value of the Seller's Property to Buyer;

- G. All general real estate and ad valorem taxes assessed or imposed against the Seller's Property have been paid prior to closing (excepting only ad valorem taxes for the year in which the closing hereunder occurs that have not been billed prior to the closing date), and Seller shall furnish evidence of such payment to Buyer and the title company selected by Buyer. There are no proposed unusual changes in the real estate taxes applicable to the Seller's Property, and no special assessments exist, have been levied or are contemplated or pending against the Seller's Property;
- H. To the Seller's knowledge, there does not exist, nor has there ever existed, over, beneath or on the Seller's Property any hazardous substance, pollutants or contaminants, as defined, regulated and/or prohibited by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA" or the "Federal Superfund Act") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C. Sections 9601-9605, or hazardous waste as defined, regulated and/or prohibited by the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, 33 U.S.C. Section 1321 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., all as the same may be from time to time amended and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance;
- I. To the Seller's knowledge, the Seller has obtained all federal, state and local environmental permits necessary or required for their use and occupancy of the Seller's Property, that the Seller is in full compliance with the terms and conditions of any such environmental permits which may have been issued, that no investigation or action regarding hazardous substances, material or waste is pending or threatened, that Seller knows of no fact or circumstance that may give rise to any future civil, criminal or administrative proceeding relating to environmental matters, and that there are no underground storage tanks located on the Seller's Property (or if such tanks are located thereon, that the same are in compliance with all applicable laws, regulations and ordinances and that the same have been duly and timely registered with the Alabama Department of Environmental Management and any other appropriate authority).

All of the foregoing representations and warranties shall be deemed to be true as of the date hereof and shall be true on the closing date. In the event that any of the foregoing representations or warranties should not be true during the period commencing on the date hereof and ending on the closing date, Seller agrees to perform such actions as may be necessary to cure such defects prior to the closing date.

5. Buyer's Representation and Warranty -- Buyer hereby represents and warrants that it has the authority to enter into this Contract on the terms and conditions contained herein.

6. Right of First Refusal -- The sale of the subject property is conditioned upon the following:

In the event Buyer should desire to sell the subject property during Seller's lifetime, Buyer and Seller agree that the Seller shall have a right of first refusal pursuant to which Seller may reacquire the subject property, or portion thereof, at the same price and upon the same terms as may be offered to Buyer by a third party. Upon receipt of such offer from a third party, Buyer shall notify Seller of the same, in writing, and Seller shall thereupon have the right and option, but not the obligation, for a period of thirty (30) days to purchase the above-described property, or a portion thereof, according to the express terms of the third-party offer. This right of first refusal shall be included in the general warranty deed from the Seller to the Buyer.

7. Inspection of Property -- Seller hereby grants to Buyer and its agents, representatives or assigns a license to enter onto the Seller's Property at all times during the term of this Agreement and to perform such examinations of the Seller's Property and to make such appraisals, surveys, soil borings and other tests or inspections as Buyer deems necessary to determine the suitability of the Seller's Property for the purposes of the Buyer, provided said tests shall not be so exercised as to damage the Seller's Property materially or to interfere substantially



with the use or occupancy by Seller. Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims resulting from Buyer's conduct of its tests and investigations on the Seller's Property. In the event the Buyer determines that the aforementioned examinations, inspections, investigations, surveys or tests conducted hereunder are not acceptable or that the property is not suitable for the purposes of the Buyer, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Seller shall immediately return the earnest money deposit to the Buyer.

8. Closing – The Closing of this transaction shall take place at the offices of the title insurance company at a location convenient to the parties, at a mutually agreeable time, not later than sixty (60) days following the later of the following to occur: (a) delivery to Buyer of the title insurance commitment as provided for in paragraph 3. above; or (b) approval and execution of this Contract by the Chairman of the Baldwin County Commission. At such Closing, Seller shall convey Seller's Property to Buyer by general warranty deed in the form customarily used in similar transactions in the State of Alabama and with full covenants of warranty, subject only to such exceptions or other matters deemed acceptable to Buyer, in Buyer's sole discretion. Seller shall pay for: Seller's attorney's fees. Buyer shall pay for: (i) cost of the survey; (ii) Buyer's attorney's fees; (iii) deed preparation; (iv) the ALTA Title Insurance Commitment and Policy; and (v) costs and fees of closing agent.

9. Proration of Taxes -- Ad valorem taxes applicable to Seller's Property shall be prorated between Buyer and Seller as of the date of Closing. If, on such date, the rate of taxes

or amount of assessment is undetermined, such taxes shall be prorated on the basis of the rate or amount applicable for the next preceding year and promptly re-prorated upon issuance of final bills therefore.

10. Agency Disclosure -- Seller and Buyer hereby acknowledge that no real estate agents or brokers are acting on behalf of either party, and that no commissions are to be paid by either party. Each party agrees to indemnify and hold harmless the other from any claim made by brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payment in connection with this transaction and against any and all expense or liability arising out of any such claim.

11. Assignment -- No assignment of this Contract or any right or duty accruing under this agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

12. Binding Effect -- This Contract shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

13. Survival -- Each and every provision of this Contract shall survive the closing and shall not be nullified or affected by the Closing.

14. Time of the Essence -- Time is of the essence as to all matters covered in this Contract.

15. Entire Agreement -- This Contract and the documents referred to in this Contract constitute the entire agreement between the parties and supersedes any prior contracts or

agreements, and there are no other conditions, covenants or agreements which shall be binding between the parties.

16. 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 the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

17. Miscellaneous - Words of any gender used in this Contract shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise.

The captions used in connection with the sections of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

18. Governing Law -- This Contract shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

19. Required Approvals – This Contract shall be conditioned upon and subject to the approval of the Baldwin County Commission.

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands and seals, by and through their duly authorized representatives, on the date and year set forth below.

SELLER

\_\_\_\_\_  
WILLIAM SPENCER FERGUSON

BUYER  
BALDWIN COUNTY, ALABAMA

By: \_\_\_\_\_  
CHARLES F. GRUBER  
As Chairman of the  
Baldwin County Commission

ATTEST:

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

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 the BALDWIN COUNTY COMMISSION, and RONALD J. CINK, whose name as County Administrator/Budget Director of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
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 WILLIAM SPENCER FERGUSON 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

This instrument prepared by:  
DAVID J. CONNER of  
BLACKBURN & CONNER, P.C.  
Post Office Box 458  
Bay Minette, Alabama 36507



STATE OF ALABAMA

CONTRACT OF PURCHASE AND SALE

COUNTY OF BALDWIN

This Contract of Purchase and Sale is entered into on this the 2<sup>nd</sup> day of April, 2019, by and between William Spencer Ferguson, a married man (hereinafter referred to as "Seller"), and BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as "Buyer").

W I T N E S S E T H :

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby mutually covenant and agree as follows:

1. Agreement of Purchase and Sale -- Subject to the terms and conditions as hereinafter set forth, Seller agrees to sell, and Buyer agrees to purchase and pay for, according to the terms set forth below, the following described real property and improvements situated thereon in Baldwin County, Alabama, to-wit:

COMMENCING from the purported Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 3 North, Range 4 East, Baldwin County, AL, said point being a set mag nail and shield in pavement, thence N 89° 54' 10" W 793.84' to a point, thence S 00° 00' 00" W 49.08' to a set aluminum capped rebar labeled Baldwin County Highway Department, said point also being the POINT OF BEGINNING, thence S 89° 37' 27" E 225.9' to a set aluminum capped rebar labeled Baldwin County Highway Department, thence S 00° 00' 00" W 384.98' to a set aluminum capped rebar labeled Baldwin County Highway Department, thence S 90° 00' 00" W 225.9' to a set aluminum capped rebar labeled Baldwin County Highway Department, thence N 00° 00' 00" E 386.46' back to the point of

beginning, containing  $\pm 2.00$  acres, and subject to all easements, right of ways, and restrictions included therein.

LESS AND EXCEPT all rights to all minerals in, on and/or under the subject property. Notwithstanding the foregoing, the Seller, or his heirs or assigns, shall have no right to disturb or undermine the surface of the property and any improvements constructed thereon by the Buyer.

Upon completion of a survey of the subject property, the survey description will be substituted for the legal description.

2. Payment and Amount of Purchase Price -- Seller and Buyer agree that the purchase price to be paid for the Seller's Property shall be the sum of Twenty Thousand Dollars (\$20,000.00). Simultaneously with the execution of this Contract, Buyer has remitted to Seller an earnest money deposit in the amount of Five Hundred Dollars (\$500.00) which shall be credited toward the purchase price. The balance of the purchase price in the amount of Nineteen Thousand Five Hundred Dollars (\$19,500.00) shall be paid by the Buyer to Seller at closing, in certified funds.

3. Title Insurance and Survey -- Seller shall furnish to Buyer, at Buyer's expense, an ALTA Owner's Title Insurance Commitment issued by a title insurance company selected by the Buyer, insuring Seller's Property to Buyer in an amount equal to the purchase price. Said Commitment for Title Insurance shall be delivered to Buyer not later than twenty-one (21) days from the date of this Contract, and said Commitment shall be subject only to such exceptions and other matters which are acceptable to Buyer, in Buyer's sole discretion. In addition, Buyer may obtain a survey of the Seller's Property, at Buyer's expense, performed by a registered land

surveyor in the State of Alabama, which survey shall indicate no encroachments, encumbrances, rights of way or other matters except those which are suitable to Buyer, in Buyer's sole discretion. In the event the Buyer determines that the survey and Title Commitment provided for herein are not acceptable, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Seller shall immediately return the earnest money deposit to the Buyer.

4. Seller's Representations and Warranties -- Seller hereby represents, warrants and covenants unto Buyer as follows:

- A. Seller's Property is not the subject of any representation or outstanding agreement with any party pursuant to which any such party may acquire an interest therein;
- B. Seller has received no notice of taking or condemnation, actual or proposed, with respect to the Seller's Property or any portion thereof;
- C. There are no lawsuits or legal proceedings pending or threatened regarding ownership, use or possession of Seller's Property;
- D. There are no parties in possession of any portion of Seller's Property as lessees, tenants at sufferance, trespassers or otherwise;
- E. There has been no material or labor furnished for the Seller's Property for which payment has not been made, and there are no mechanic's or materialmen's claims of nonpayment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to Seller's Property;
- F. Between the date hereof and the closing date, Seller shall not sell, transfer, convey or mortgage the Seller's Property, or any part thereof, or take any other action, or permit any action to be taken by any other person, that might affect title to the Seller's Property or otherwise impair the value of the Seller's Property to Buyer;

- G. All general real estate and ad valorem taxes assessed or imposed against the Seller's Property have been paid prior to closing (excepting only ad valorem taxes for the year in which the closing hereunder occurs that have not been billed prior to the closing date), and Seller shall furnish evidence of such payment to Buyer and the title company selected by Buyer. There are no proposed unusual changes in the real estate taxes applicable to the Seller's Property, and no special assessments exist, have been levied or are contemplated or pending against the Seller's Property;
- H. To the Seller's knowledge, there does not exist, nor has there ever existed, over, beneath or on the Seller's Property any hazardous substance, pollutants or contaminants, as defined, regulated and/or prohibited by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA" or the "Federal Superfund Act") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C. Sections 9601-9605, or hazardous waste as defined, regulated and/or prohibited by the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, 33 U.S.C. Section 1321 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., all as the same may be from time to time amended and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance;
- I. To the Seller's knowledge, the Seller has obtained all federal, state and local environmental permits necessary or required for their use and occupancy of the Seller's Property, that the Seller is in full compliance with the terms and conditions of any such environmental permits which may have been issued, that no investigation or action regarding hazardous substances, material or waste is pending or threatened, that Seller knows of no fact or circumstance that may give rise to any future civil, criminal or administrative proceeding relating to environmental matters, and that there are no underground storage tanks located on the Seller's Property (or if such tanks are located thereon, that the same are in compliance with all applicable laws, regulations and ordinances and that the same have been duly and timely registered with the Alabama Department of Environmental Management and any other appropriate authority).

All of the foregoing representations and warranties shall be deemed to be true as of the date hereof and shall be true on the closing date. In the event that any of the foregoing

representations or warranties should not be true during the period commencing on the date hereof and ending on the closing date, Seller agrees to perform such actions as may be necessary to cure such defects prior to the closing date.

5. Buyer's Representation and Warranty -- Buyer hereby represents and warrants that it has the authority to enter into this Contract on the terms and conditions contained herein.

6. Right of First Refusal -- The sale of the subject property is conditioned upon the following:

In the event Buyer should desire to sell the subject property during Seller's lifetime, Buyer and Seller agree that the Seller shall have a right of first refusal pursuant to which Seller may reacquire the subject property, or portion thereof, at the same price and upon the same terms as may be offered to Buyer by a third party. Upon receipt of such offer from a third party, Buyer shall notify Seller of the same, in writing, and Seller shall thereupon have the right and option, but not the obligation, for a period of thirty (30) days to purchase the above-described property, or a portion thereof, according to the express terms of the third-party offer. This right of first refusal shall be included in the general warranty deed from the Seller to the Buyer.

7. Inspection of Property -- Seller hereby grants to Buyer and its agents, representatives or assigns a license to enter onto the Seller's Property at all times during the term of this Agreement and to perform such examinations of the Seller's Property and to make such appraisals, surveys, soil borings and other tests or inspections as Buyer deems necessary to determine the suitability of the Seller's Property for the purposes of the Buyer, provided said tests shall not be so exercised as to damage the Seller's Property materially or to interfere substantially with the use or occupancy by Seller. Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims resulting from Buyer's conduct of its tests and investigations on the



Seller's Property. In the event the Buyer determines that the aforementioned examinations, inspections, investigations, surveys or tests conducted hereunder are not acceptable or that the property is not suitable for the purposes of the Buyer, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Seller shall immediately return the earnest money deposit to the Buyer.

8. Closing – The Closing of this transaction shall take place at the offices of the title insurance company at a location convenient to the parties, at a mutually agreeable time, not later than sixty (60) days following the later of the following to occur: (a) delivery to Buyer of the title insurance commitment as provided for in paragraph 3. above; or (b) approval and execution of this Contract by the Chairman of the Baldwin County Commission. At such Closing, Seller shall convey Seller's Property to Buyer by general warranty deed in the form customarily used in similar transactions in the State of Alabama and with full covenants of warranty, subject only to such exceptions or other matters deemed acceptable to Buyer, in Buyer's sole discretion. Seller shall pay for: Seller's attorney's fees. Buyer shall pay for: (i) cost of the survey; (ii) Buyer's attorney's fees; (iii) deed preparation; (iv) the ALTA Title Insurance Commitment and Policy; and (v) costs and fees of closing agent.

9. Proration of Taxes -- Ad valorem taxes applicable to Seller's Property shall be prorated between Buyer and Seller as of the date of Closing. If, on such date, the rate of taxes or amount of assessment is undetermined, such taxes shall be prorated on the basis of the rate or

amount applicable for the next preceding year and promptly re-prorated upon issuance of final bills therefore.

10. Agency Disclosure -- Seller and Buyer hereby acknowledge that no real estate agents or brokers are acting on behalf of either party, and that no commissions are to be paid by either party. Each party agrees to indemnify and hold harmless the other from any claim made by brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payment in connection with this transaction and against any and all expense or liability arising out of any such claim.

11. Assignment -- No assignment of this Contract or any right or duty accruing under this agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

12. Binding Effect -- This Contract shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

13. Survival -- Each and every provision of this Contract shall survive the closing and shall not be nullified or affected by the Closing.

14. Time of the Essence -- Time is of the essence as to all matters covered in this Contract.

15. Entire Agreement -- This Contract and the documents referred to in this Contract constitute the entire agreement between the parties and supersedes any prior contracts or

agreements, and there are no other conditions, covenants or agreements which shall be binding between the parties.

16. 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 the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

17. Miscellaneous - Words of any gender used in this Contract shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise.

The captions used in connection with the sections of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

18. Governing Law -- This Contract shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

19. Required Approvals – This Contract shall be conditioned upon and subject to the approval of the Baldwin County Commission.

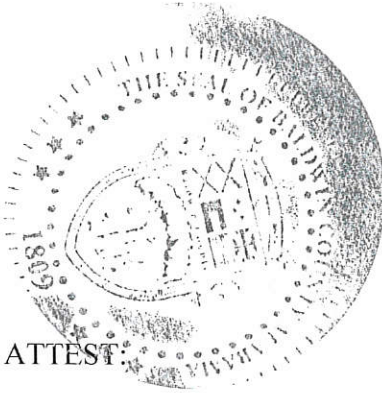
IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands and seals, by and through their duly authorized representatives, on the date and year set forth below.

SELLER

William Spencer Ferguson  
WILLIAM SPENCER FERGUSON

BUYER

BALDWIN COUNTY, ALABAMA



By:

Charles F. Gruber  
CHARLES F. GRUBER  
As Chairman of the  
Baldwin County Commission

ATTEST:

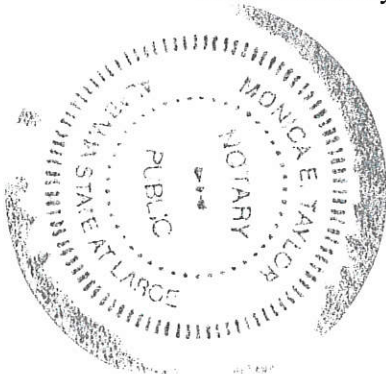
Ronald J. Cink  
Ronald J. Cink, County Administrator/Budget Director

STATE OF ALABAMA

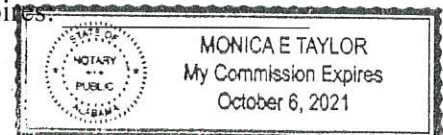
COUNTY OF BALDWIN

I, Monica E. Taylor, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and RONALD J. CINK, whose name as County Administrator/Budget Director of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the 9th day of April, 2019.



Monica E. Taylor  
Notary Public, Baldwin County, Alabama  
My Commission Expires:



STATE OF ALABAMA

COUNTY OF BALDWIN

I, Victoria Key, a Notary Public, in and for said County in said State, hereby certify that WILLIAM SPENCER FERGUSON 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2<sup>nd</sup> day of April, 2019.

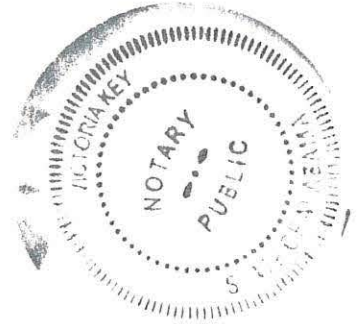
Victoria Key

Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_

**My Commission Expires:  
September 7, 2022**

This instrument prepared by:  
DAVID J. CONNER of  
BLACKBURN & CONNER, P.C.  
Post Office Box 458  
Bay Minette, Alabama 36507





# Baldwin County Commission

Baldwin County Commission  
Regular  
Meeting Minutes  
Tuesday, April 2, 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

Ron Cink, Budget Director

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**All supporting documentation for the minutes can be viewed in the File ID link of each item and are denoted by an asterisk.**

## **A WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE**

**Present:** 4 - Commissioner James E. Ball, Commissioner Joe Davis III, Commissioner BillieJo Underwood, and Commissioner Charles F. Gruber

**Absent:** 0

Also present were, Ron Cink, Budget Director, and David Conner, County Attorney.

The Chairman called the meeting to order at 8:31 a.m. and introduced Reverend Thomas Ray, Youth Pastor, First Baptist Church, Robertsedale, Alabama, who appeared before the Commission and led the Commission in prayer. After the Pledge of Allegiance led by Commissioner BillieJo Underwood, the Commission transacted the following business to-wit:

## **ADOPTION OF MINUTES**

Motion by Commissioner James E. Ball, seconded by Commissioner Joe Davis, III, to adopt the minutes of the March 19, 2019, Regular meeting.

The motion passed by the following vote:

**Aye:** 4 - James E. Ball, Joe Davis III, BillieJo Underwood, and Charles F. Gruber

**Nay:** 0

**Absent:** 0

**Abstain:** 0

## **B CONSENT**

Ron Cink, Budget Director, noted for the record, there is a replacement for Agenda Item BA2 -

**Aye:** 3 - Joe Davis III, BillieJo Underwood, and Charles F. Gruber  
**Nay:** 0  
**Absent:** 0  
**Abstain:** 1 - James E. Ball

**EA2** Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

[19-0925](#)

Ron Cink, Budget Director, informed the Commission that the Baldwin County Commission Interim Payments - April 2, 2019, made by the Clerk/Treasurer totaling \$1,946,229.42 (one million, nine hundred forty-six thousand, two hundred twenty-nine dollars and forty-two cents) are a part of the record.

**EB ROAD AND BRIDGE DIVISION**

**F ELECTED OFFICIAL REQUESTS**

**G OTHER STAFF RECOMMENDATIONS**

**GA ADMINISTRATION**

**GA1** Cindy Haber Center, Inc. - Board Appointment

[19-0969](#)

Motion by Commissioner James E. Ball, seconded by Commissioner Joe Davis, III, as related to the Cindy Haber Center, Inc., take the following action:

1) Re-appoint Ms. Norma Giles as a member of the Board of Directors for a six (6) year term, said term to commence on April 1, 2019, and expire on April 1, 2025.

The motion passed by the following vote:

**Aye:** 3 - James E. Ball, Joe Davis III, and Charles F. Gruber  
**Nay:** 0  
**Absent:** 0  
**Abstain:** 1 - BillieJo Underwood

**H COMMISSIONER REQUESTS**

**I ADDENDA**

**J ADMINISTRATIVE REPORT**

**K COUNTY ATTORNEY'S REPORT**

**KA1**

**19-1030**

David Conner, County Attorney, said there is no executive session for today. However, he has an item regarding the purchase of certain property in Little River, Alabama. The Commissioners have a proposed contract between Mr. William Spencer Ferguson and Baldwin County, Alabama, a copy of that contract is attached as Exhibit A to the agenda item. The purchase price to be paid for the subject property is \$20,000.00. Mr. Conner said Mr. Ferguson has agreed to the terms of the contract. For record purposes, this is a step in a long-going effort between the County Commission and the members of that community to establish a S.A.I.L. Center in that area. This site will be purchased for the purpose of constructing that center and allow for that facility to serve that area of Baldwin County.

Motion by Commissioner BillieJo Underwood, seconded by Commissioner Joe Davis, III, to authorize the Chairman to execute the Contract of Purchase and Sale between William Spencer Ferguson and Baldwin County, Alabama, to purchase property in the Little River community in the amount of \$20,000.00, for the construction of a S.A.I.L. Center.

The motion passed by the following vote:

**Aye:** 4 - James E. Ball, Joe Davis III, BillieJo Underwood, and Charles F. Gruber  
**Nay:** 0  
**Absent:** 0  
**Abstain:** 0

**L ANNOUNCEMENTS**

**M PUBLIC COMMENTS**

**N PRESS QUESTIONS**

Cliff McCollum, with Gulf Coast Media, appeared before the Commission and said he looks forward to Confederate History Month and Mr. Burt Blackmon's presentation every year. He appreciates Mr. Blackmon's thoughts and effort he puts into this.

**O COMMISSIONER COMMENTS**

Commissioner Ball said he has a couple of prayer requests. He received some bad news regarding a County employee over the weekend. Commissioner Ball asked for prayers for the family. Also, there was a traffic accident on Interstate 10 with fatalities. Commissioner Ball asked for prayers for those involved and for the County's first responders. He thanked staff for stepping up to get traffic flowing again smoothly. It was quite an ordeal and he wants to extend his prayers and gratitude to everyone involved in that.

Commissioner Davis said he echoes what Commissioner Ball just said. He wonders how people will talk about his generation in the future. He hopes it will be done as eloquently as Mr. Bert Blackmon has done. He felt like he was there during Mr. Blackmon's presentation. That is special, and it takes a commitment and an understanding of what it is about. Commissioner Davis said he appreciates that.



001033

BALDWIN COUNTY, ALABAMA  
HARRY D OLIVE, JR. PROBATE JUDGE  
Filed/cert. 6/24/2019 3:33 PM  
TOTAL \$ 0.00  
2 Pages

1767749

STATE OF ALABAMA

WARRANTY DEED

COUNTY OF BALDWIN



KNOW ALL MEN BY THESE PRESENTS: That WILLIAM SPENCER FERGUSON and VIRGINIA SUE FERGUSON, 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 BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission, 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, subject to any matters set out below, the following described real estate situated in Baldwin County, Alabama, to-wit:

COMMENCING from the purported Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 3 North, Range 4 East, Baldwin County, AL, said point being a set mag nail and shield in pavement; thence N 89° 54' 10" W, 793.84' to a point, thence S 00° 00' 00" W, 49.08' to a set aluminum capped rebar labeled Baldwin County Highway Department, said point also being the POINT OF BEGINNING; thence S 89° 37' 27" E, 225.9' to a set aluminum capped rebar labeled Baldwin County Highway Department; thence S 00° 00' 00" W, 384.98' to a set aluminum capped rebar labeled Baldwin County Highway Department; thence S 90° 00' 00" W, 225.9' to a set aluminum capped rebar labeled Baldwin County Highway Department; thence N 00° 00' 00" E, 386.46' back to the point of beginning, containing +/- 2.00 acres.

SUBJECT, HOWEVER, to the following:

1. Reservation of oil, gas and minerals as contained in that Deed filed for record in Deed Book 384, page 720.
2. Oil, gas and mineral lease recorded in Real Property Book 86, page 1929; together with Assignment of Royalty Interest recorded in Real Property Book 114, page 432; and Ratification recorded in Real Property Book 130, page 1628.
3. Subject to the right of way for Ralph Gantt Road, as it currently exists.
4. Subject to a right of first refusal in favor of William Spencer Ferguson, during his lifetime, in accordance with the terms and conditions set forth in that certain Contract of Purchase and Sale between William Spencer Ferguson (Seller) and Baldwin County, Alabama (Buyer), dated April 2, 2019, which reads, in pertinent part, as follows:

In the event Buyer [Baldwin County, Alabama] should desire to sell the subject property during Seller's [William Spencer Ferguson] lifetime, Buyer and Seller agree that the Seller shall have a right of first refusal pursuant to which Seller may reacquire the subject property, or portion thereof, at the same price and upon the same terms as may be offered to Buyer by a third party. Upon receipt of such offer from a third party, Buyer shall notify Seller of the same, in writing, and Seller shall thereupon have the right and option, but not the obligation, for a period of thirty (30) days to purchase the above-described property, or a portion thereof, according to the express terms of the third-party offer.

The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

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

Blackburn & Conner, P.C., represents the Grantee, Baldwin County, Alabama.

TO HAVE AND TO HOLD unto the said Grantee, FOREVER.

And, except for any matters set forth above and taxes hereafter falling due, the Grantors, for themselves and their heirs and assigns, hereby covenant and warrant with and unto the Grantee, its successors 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 and assigns shall forever warrant and defend the same unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto caused this instrument to be executed on this 21 day of June, 2019.

William Spencer Ferguson  
WILLIAM SPENCER FERGUSON

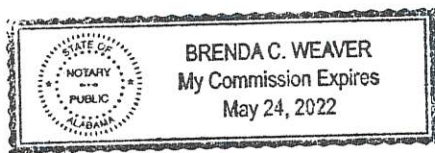
Virginia Sue Ferguson  
VIRGINIA SUE FERGUSON

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Brenda C Weaver, a Notary Public in and for said County in said State, hereby certify that WILLIAM SPENCER FERGUSON, 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 the 21 day of June, 2019.



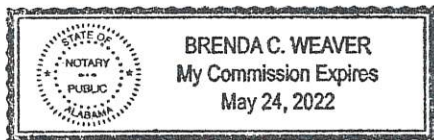
Brenda C Weaver  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 5-24-22

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Brenda C Weaver, a Notary Public in and for said County in said State, hereby certify that VIRGINIA SUE FERGUSON, 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 the 21 day of June, 2019.



Brenda C Weaver  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 5-24-22

GRANTORS' ADDRESS:

WILLIAM SPENCER FERGSUON  
and VIRGINIA SUE FERGUSON

70701 A Hwy 59  
Little River, AL 36550

GRANTEE'S ADDRESS:

BALDWIN COUNTY, ALABAMA  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

This instrument prepared by:

DAVID J. CONNER of  
BLACKBURN & CONNER, P.C.  
Post Office Box 458  
Bay Minette, Alabama 36507  
(251) 937-1750





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0964, **Version:** 1

**Item #:** GE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Ronald J. Cink, Budget Director

**Submitted by:** Anu Gary, Administrative Services Manager

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### ITEM TITLE

American Battlefield Protection Program - Grant Application for the Battlefield Land Acquisition Grant

### STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize staff to submit a Grant Application for the Battlefield Land Acquisition Grant to the Department of the Interior, National Park Service, on behalf of the Baldwin County Legislative Delegation. The Baldwin County Commission will be the legal entity accepting and administering this grant; and
- 2) Authorize the Chairman to execute any other necessary supporting documentation related to this grant application.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The American Battlefield Protection Program (ABPP) promotes the preservation of significant historic battlefields associated with wars on American soil. The goals of the program are 1) to protect battlefields and sites associated with armed conflicts that influenced the course of our history, 2) to encourage and assist all Americans in planning for the preservation, management, and interpretation of these sites, and 3) to raise awareness of the importance of preserving battlefields and related sites for future generations. The ABPP focuses primarily on land use, cultural resource and site management planning, and public education.

ABPP Battlefield Land Acquisition Grants, authorized by 54 U.S.C. 308103 and 54 U.S.C. 200305, are available to help States and local communities acquire and preserve threatened battlefield land. The ABPP administers these grants using funds appropriated from the Land and Water Conservation Fund. This grant program allows for the permanent protection of historic battlefield lands through fee simple acquisition or through the purchase of an interest in the land through a preservation covenant. State or local government entities are eligible to apply, and nonprofits may act as sub recipients of grant funds. The grants require a dollar-for-dollar non-Federal match. To be eligible for acquisition,

land must be at least 50% within the boundary of one of the 384 battlefields identified in the 1993 Report on the Nation's Civil War Battlefields, or one of the 177 battlefields identified in the 2007 Revolutionary War and War of 1812 Historic Preservation Study. The land must also be outside the boundaries of any National Park Service unit legislative boundary.

Cliff McCollum, on behalf of Representative Faust, is asking for the Commission's assistance with grant writing and application for the ABPP Battlefield Land Acquisition Grant for Fort Mims, which is considered a Priority I Battlefield, one of only two in Alabama. The required grant match would be funded through the Legislative Delegation's Community Fund.

If the grant is awarded, staff will bring the grant acceptance back before the Commission for approval.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$150,000, half to be funded by the grant and half by the Baldwin County Legislative Delegation

**Budget line item(s) to be used:** Budget line items will be created upon grant acceptance

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

### **LEGAL IMPACT**

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

Yes, County Attorney will review and approve any documentation if the grant is received, following Commission's acceptance of the grant.

**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:** Ron Cink and Christie Davis, to submit the grant application

and necessary supporting documents and follow up.

Via Courier Service (Fed Ex, UPS, OHL) or U.S. Postal Service

American Battlefield Protection Program  
National Park Service  
1849 C Street, NW  
Room 7228  
Washington. D.C. 20240

(202) 354-2037

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

**Additional instructions/notes:** N/A



SEN. CHRIS ELLIOTT  
DISTRICT 32

REP. MATT SIMPSON  
DISTRICT 96

REP. T. JOE FAUST  
DISTRICT 94

REP. STEPHEN A. MCMILLAN  
DISTRICT 95

## BALDWIN LEGISLATIVE DELEGATION CONSTITUENT SERVICES

203 OAK STREET

POST OFFICE BOX 776

BAY MINETTE, ALABAMA 36507

Telephone: (251) 937-0240

Fax: (251) 580-1645

Cliff McCollum, Director



SEN. GREG ALBRITTON  
DISTRICT 22

REP. HARRY SHIVER  
DISTRICT 64

REP. ALAN BAKER  
DISTRICT 66

March 9, 2020

Baldwin County Commission

Baldwin County Administrator Wayne Dyess

312 Courthouse Square

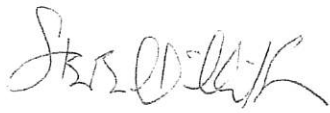
Bay Minette, AL 36507

### Commissioners:

The Baldwin County Legislative Delegation hereby asks the Baldwin County Commission to authorize county staff to prepare an offer on 69.5 acres of property in the Holley Creek Tract north of the existing Fort Mims property in Township 3 North, Range 2 East Baldwin County. The property is part of a grant proposal initiated by the Baldwin County Legislative Delegation from the American Battlefield Protection Program, which has cited Fort Mims as a Priority I Battlefield for the War of 1812, the highest designation the group awards. If awarded, the grant will be a matching grant, with 50 percent coming from the ABPP.

The Baldwin County Legislative Delegation also hereby authorizes payment from the Baldwin County Community Capital Fund (Fund 744) to the Baldwin County Commission of up to \$75,000 upon the successful receipt of a Battlefield Land Acquisition Grant from the American Battlefield Protection program to serve as the 50 percent match for the applied for grant. These funds are being used for the public purpose of preserving a vital part of our county and nation's history and protecting these lands for future public use and enjoyment.

Sincerely,



Steve McMillan

Alabama House District 95



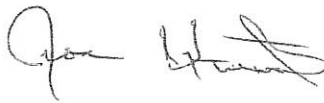
Matt Simpson

Alabama House District 96



Alan Baker

Alabama House District 66



Joe Faust

Alabama House District 94



Harry Shiver

Alabama House District 64



Greg Albritton

Alabama Senate District 22



Chris Elliott

Alabama Senate District 32



## Application Instructions

The funding opportunity is announced via Grants.gov, but the ABPP is not accepting submissions through Grants.gov at this time. Application packages must be submitted in hard copy. The ABPP will not accept faxed or e-mailed application packages. The ABPP will not act on incomplete application packages. The ABPP will accept application packages from government applicants or, where applicable, from the proposed non-profit sub-grantee. Each application package must include the following elements:

### 1) Cover Sheet/Check List

Applicants must complete the Battlefield Land Acquisition Grants Cover Sheet/Check List (see below) with an original signature of an authorizing official within the applicant's organization. The name of the battlefield, identifying number, and its priority listing should be written as they appear in the 1993 CWSAC *Report on the Nation's Civil War Battlefields* or the 2007 *Report to Congress on the Historic Preservation of Revolutionary War and War of 1812 sites in the United States*.

### 2) Standard Form 424 – Application for Federal Assistance

The Standard Form 424 (SF424) Application for Federal Assistance is to be completed by the **government sponsor**. The responsible official of the government sponsor must sign this form, not the official at the non-profit organization. The SF424 can be found [here](http://www.nps.gov/abpp/grants/LWCF/LWCFSF424.doc). (<http://www.nps.gov/abpp/grants/LWCF/LWCFSF424.doc>).

### 3) Standard Form 424A - Budget Information for Non-Construction Projects

The Standard Form 424A (SF 424A) Budget Information for Non-Construction Projects can be completed by the government sponsor or non-profit applicant. Be sure to include the purchase price and associated closing costs in the budget calculation. The SF 424A and instructions can be found [here](http://www.grants.gov/web/grants/forms/sf-424-family.html#sortBy=1) (<http://www.grants.gov/web/grants/forms/sf-424-family.html#sortBy=1>).

### 4) Certification Letter – Acknowledgement of 6(f)(3) and Matching Fund Disclosure

Applicants must provide a letter, signed by or on behalf of the head of the agency or organization (or their designee), certifying the accuracy of the information included in the application package. This letter must acknowledge that the applicant understands that Section 6(f)(3) of the Land and Water Conservation Act of 1965 applies, in perpetuity, to the land proposed for purchase using LWCF funds, and that the applicant accepts the perpetual land use restrictions of Section 6(f)(3).

The letter must also disclose all sources of secured matching funds making up the required non-Federal match. In the letter, the applicant must certify that the non-Federal matching funds are either "in-hand" or otherwise committed at the time of application.

Parties committing matching funds must provide a letter to the applicant verifying their contribution. These letter(s) must be included with the application package. If third parties will not commit matching funds without the leverage provided by this grant, applicants must provide a letter from potential funding sources guaranteeing that receipt of a Battlefield Land Acquisition Grant will release matching funds.

Applicants who have not yet secured matching funds must submit a specific, credible plan for raising the necessary matching funds in a timely manner (usually within 120 days of award of Battlefield Land Acquisition Grant). The plan must identify potential sources of funds and include a proposed schedule for securing funds or commitments of funds.

For the purposes of this program, applicants may use a loan as non-Federal match. However, if the loan is secured by the land to be acquired, the lending institution must agree, in writing, that it will subordinate its own interest in the property to the terms of the grant, especially the 6(f)(3) "non-conversion" and conservation easement requirements. The applicant must include this explicit, written agreement from the lending institution in the proposal package. (This provision is not required if the Battlefield Land Acquisition Grant will retire the entire debt.)

### 5) Statement of Threat

Applicants must include a statement that demonstrates the nature, extent, and level of severity of the threat(s) to the battlefield landscape and/or known battlefield archeological resources. Explain how and to what extent the proposed acquisition addresses and mitigates the described threat(s). In cases of minimal threats, provide a compelling reason for why the acquisition of the property **at this time** is the most appropriate preservation strategy for the battlefield.

### 6) Property Use Statement

Applicants must include a statement that explains the current and proposed future use of the parcel(s). Provide the parcel(s) current land use (e.g. residential, agricultural, industrial, etc.), proposed or known future land use(s), a list of current structures on the parcel(s) and their approximate age, and any planned alterations to those structures and/or the

battlefield landscape. In cases where a property is currently in commercial use (excluding agricultural uses), the ABPP requires that the commercial activity cease within two (2) years of the purchase. Areas where probable/known new construction not relating to the property as a battlefield is proposed should not be included in the acreage purchased using these Federal grant funds. Those areas can be purchased solely from non-federal matching funds, but will not be subject to LWCF Act Section 6(f)(3) provisions. See the LWCF Battlefield Land Acquisition Grant Manual for more information.

#### **7) Battlefield and Parcel Map**

Applicants must document that the proposed acquisition lies within the battlefield's Core and/or Study Area. Include a USGS 1:24,000 scale, 7.5 minute **topographic** map (or similar) marked with the boundaries of the battlefield's Core and Study Areas and marked with the boundary of the parcel(s) to be acquired. Applicants may submit a GIS shapefile of the parcel boundary instead of a paper map. If submitting GIS data, applicants must ensure that the parcel shapefile includes Federal Geographic Data Committee compliant metadata and can be read with ESRI ArcGIS 10.x.

#### **8) Willing Seller**

Applicants must demonstrate in writing that the owner of the property to be acquired is willing to sell or donate the land at an agreed-upon price. Acceptable documentation includes a signed contract or contingent contract to buy the land, or a signed letter from the owner indicating willingness to enter into such a contract at a specified price.

#### **9) Government Sponsor/Grantee**

Non-profit applicants must include a letter from the State or local government sponsor indicating its agreement to receive and administer the Battlefield Land Acquisition Grant for the proposed acquisition.

#### **10) Agreement to Hold Easement or Preservation Letter**

In cases where the State will not take ownership of the land to be acquired, applicants must include a letter from the appropriate State Historic Preservation Office (or other agency acceptable to the NPS) indicating its agreement to hold the required preservation easement in perpetuity.

#### **11) Schedule for Acquisition**

Applicants must include a schedule for completion of the acquisition, noting final tasks and closing date.

\* AN APPLICATION PACKAGE IS NOT COMPLETE UNLESS IT MEETS ALL OF THE  
APPLICATION PACKAGE REQUIRED ELEMENTS\*

### **Application Deadlines**

Applicants may submit their proposals to the NPS at any time, with grant awards made as funds are available. The NPS will review all **complete** application packages as they are received. The NPS will review projects at Priority I and II battlefields of within 60 days of receipt of a **complete** application package. The NPS will review projects at Priority III and IV battlefields after it considers pending Priority I and II application packages but no later than 120 days after receipt of a **complete** application package. If an applicant at a Priority III or IV battlefield gives a compelling reason to expedite a decision on an application package, the NPS may agree to do so.

### **Where to Send Applications**

#### **Via Courier Service (Fed Ex, UPS, DHL) or U.S. Postal Service\***

American Battlefield Protection Program  
National Park Service  
1849 C Street, NW  
Room 7228  
Washington, D.C. 20240  
(202) 354-2037

\*Note: U.S. Postal Service mail will be irradiated as a precaution before it is delivered. The irradiation process can cause **significant delays** in delivery. It will also damage materials such as photographs.

### **Contacting the ABPP**

Please address any questions or requests to ABPP Staff at [abpp@nps.gov](mailto:abpp@nps.gov), or by phone at (202) 354-2037.



# Township 3 North, Range 2 East Baldwin County, Alabama

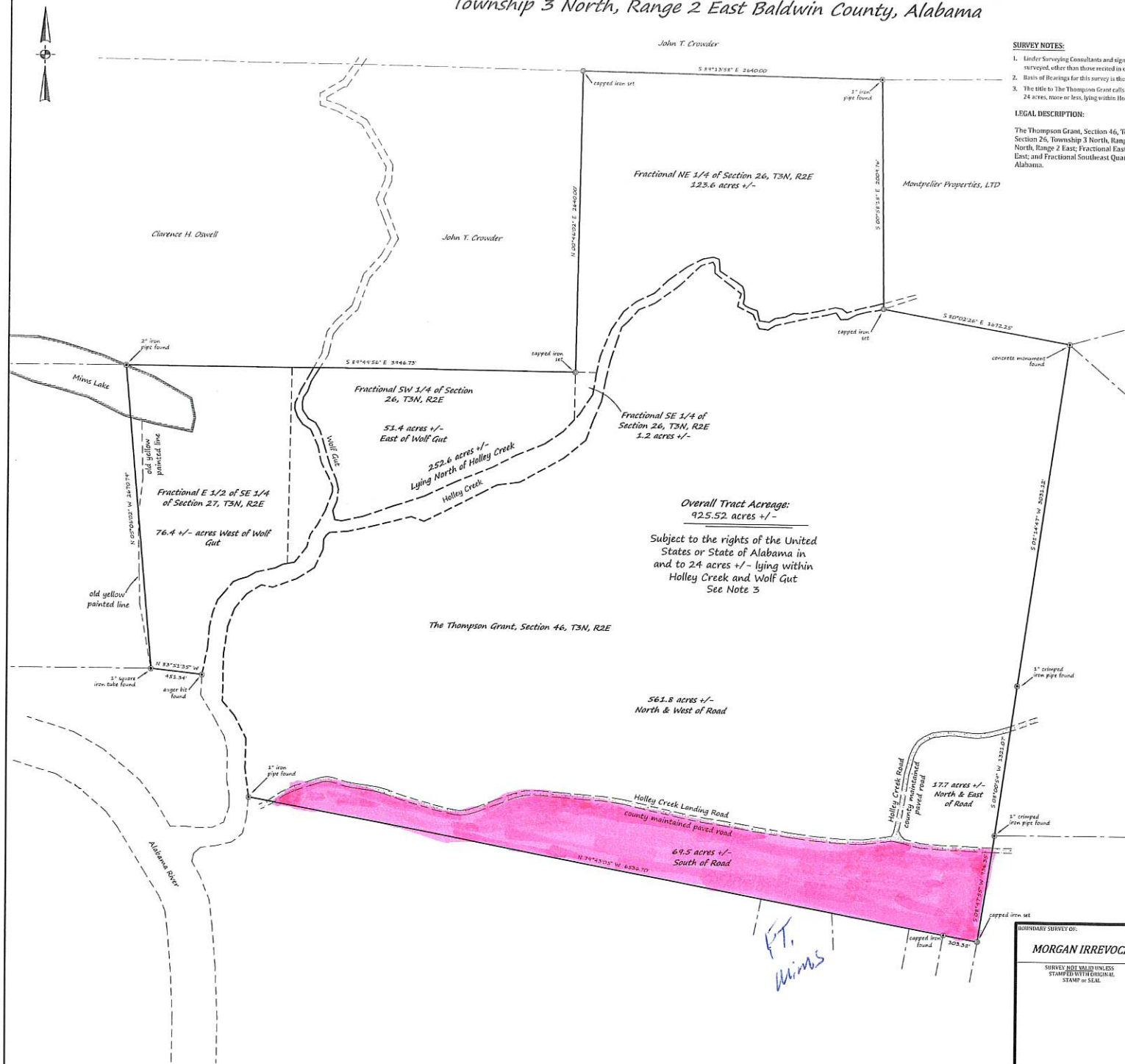
0 550 1100  
Scale: 1"=550'

## SURVEY NOTES:

1. Linder Surveying Consultants and signing Land Surveyor accept no responsibility for right-of-way, easements, restrictions of record or other matters affecting title to lands surveyed, other than those recited in current deed and/or other instruments of record.
2. Basis of Bearings for this survey is the Alabama State Plane Coordinate System West Zone, NAD 1983 (2011), as determined by static GPS Observations.
3. The title to The Thompson Grant calls to the Southern boundary of Holley Creek, thus the parcels lying North and West of said creek are subject to the balance of the 24 acres, more or less, lying within Holley Creek and Wolf Gut.

## LEGAL DESCRIPTION:

The Thompson Grant, Section 46, Township 3 North, Range 2 East; Fractional Northeast Quarter of Section 26, Township 3 North, Range 2 East; Fractional Southwest Quarter of Section 26, Township 3 North, Range 2 East; Fractional East Half of Southeast Quarter of Section 27, Township 3 North, Range 2 East; and Fractional Southwest Quarter of Section 26, Township 3 North, Range 2 East, Baldwin County, Alabama.



Overall Tract Acreage:  
925.52 acres +/-

Subject to the rights of the United States or State of Alabama in and to 24 acres +/- lying within Holley Creek and Wolf Gut See Note 3

## SURVEYOR'S CERTIFICATE:

I, Jason M. Linder, hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Jason M. Linder, PLS  
Alabama Registration No. 31762

## BOUNDARY SURVEY OF:

MORGAN IRREVOCABLE TRUST PROPERTY

SURVEY NOT VALID UNLESS STAMPED WITH ORIGINAL STAMP OR SEAL

SCALE:  
1"=550'

FINAL FIELD DATE:  
10/18/2019

DRAWN BY:  
JML

DATE OF DRAWING:  
10/22/2019

SHEET:  
1 OF 1

REVISIONS:

## LINDER SURVEYING CONSULTANTS, LLC

4330 COUNTY ROAD 3  
MILLRY, AL 36558  
O: 251.542.9334 C: 251.295.2900



CERTIFICATE OF AUTHORIZATION NO. CA-1065-LS



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-0792, **Version:** 1

**Item #:** GL1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** New

**From:** Terri Graham, Development & Environmental Director

**Submitted by:** Allison Owens, Chief Administrative Assistant

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### **ITEM TITLE**

Purchase of Property Adjacent to 17917 CC Road, Elberta, Alabama, Eastfork Landfill

### **STAFF RECOMMENDATION**

Take the following actions:

1) Adopt Resolution #2020-077, which:

a) Approves the Contract for Purchase and Sale between the Estate of Joseph James Gottler, Jr. and the Baldwin County Commission; and

b) Authorizes the Chairman to execute the Contract for Purchase and Sale on behalf of the Baldwin County Commission and to take such other action on behalf of the County in connection with the property, including, but not limited to, the execution of additional documents, to purchase the property, and to do all those things necessary and required by the Contract for Purchase and Sale.

2) Approve and authorize the Chairman to execute the Contract of Purchase and Sale for the property (approximately 5.09 acres) adjacent to 17917 CC Road, Elberta, in Baldwin County, Alabama, Parcel: 49-07-36-0-000-002.000, PPIN No.: 065261, for the purchase price of \$35,000.00; and

3) Authorize the Clerk/Treasurer to issue an interim check payable to Professional Land Title, Inc., in the amount of \$500.00 for an earnest money deposit.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The purchase of property adjacent to Baldwin County Commission owned property known as Eastfork Landfill located at 17917 CC Road, Elberta, Alabama, from the Estate of Joseph

James Gottler, Jr. c/o James Horak.

The property details are as follows:

Parcel: 49-07-36-0-000-002.000

PPIN No: 065261

Description: 5 AC CALC SEC 36-6-5 N ½ of NW ¼ of NW ¼ of NE ¼ FE

The closing costs are estimated to be \$500.00 (Budget line item: 54331.5199)

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$35,000.00

**Budget line item(s) to be used:** 510.17100 - Land (Proprietary Funds are recorded directly to the assets category.) This transaction to be comprehended in the mid-year budget adjustment following Commission approval.

**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 - Have documents executed and



attach \$500.00 check from accounting. Forward to:

Professional Land Title  
3479-A Gulf Shores Pkwy  
Gulf Shores, Alabama 36542

Clerk/Treasurer - Issue interim check

cc: Terri Graham  
Cian Harrison  
Brad Hicks, County Attorney

**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 NO. 2020-077**

**RESOLUTION OF THE COUNTY COMMISSION OF  
BALDWIN COUNTY, ALABAMA  
APPROVING PURCHASE AGREEMENT**

**WHEREAS**, it is in the best interest of Baldwin County, Alabama (the “County”) to purchase certain real property located on N1/2 of NW1/4 of NW1/4 of NE1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama and more specifically identified as PARCEL 49-07-36-0-000-002.000, PPIN NO. 065261 (the “Property”); and

**WHEREAS**, the Baldwin County Commission desires to approve a Purchase Agreement for the Property (the “Purchase Agreement”) attached hereto as Exhibit “A”; and

**WHEREAS**, the Baldwin County Commission desires to authorize the Chairman take whatever actions are necessary to effectuate the purchase of the Property by the County; and

**NOW THEREFORE, BE IT RESOLVED** that the Baldwin County Commission hereby:

1. Approves the attached Purchased Agreement; and
2. Authorizes the Chairman to execute the Purchase Agreement on behalf of the County and to take such other action on behalf of the County in connection with the Property, including, but not limited to, the execution of additional documents, to purchase the Property, and to do all those things necessary and required by the Purchase Agreement.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 17th day of March, 2020.

\_\_\_\_\_  
Commissioner Billie Jo Underwood, Chairman

ATTEST:

\_\_\_\_\_  
Wayne Dyess, County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR. (hereinafter referred to as "Seller"), and BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as "Buyer").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby mutually covenant and agree as follows:

1. Agreement of Purchase and Sale -- Subject to the terms and conditions as hereinafter set forth, Seller agrees to sell, and Buyer agrees to purchase and pay for, according to the terms set forth below, the following described real property and improvements situated thereon in Baldwin County, Alabama, to-wit (Seller's Property):

N1/2 of NW1/4 of NW1/4 of NE1/4, Section 36, Township 6  
South, Range 5 East, Baldwin County, Alabama.

PARCEL: 49-07-36-0-000-002.000

PPIN NO.: 065261

LESS AND EXCEPT all rights to all minerals in, on and/or under the subject property not owned by Seller. Notwithstanding the foregoing, no party shall have any right to disturb or undermine the surface of the property nor any improvements constructed thereon.

2. Payment and Amount of Purchase Price -- Seller and Buyer agree that the purchase price to be paid for the Seller's Property shall be the sum of Thirty-Five Thousand Dollars (\$35,000.00). Simultaneously with the execution of this Contract, Buyer has remitted to Seller an earnest money deposit in the amount of Five Hundred Dollars (\$500.00). The balance of the purchase price in the amount of Thirty-Four Thousand Five Hundred Dollars (\$34,500.00) shall be paid by the Buyer to Seller at closing, in certified funds.

3. Title Insurance and Survey -- Seller shall furnish to Buyer, at Seller's expense, an ALTA Owner's Title Insurance Commitment issued by a title insurance company approved by the Buyer, insuring Seller's Property in Buyer in an amount equal to the purchase price. Buyer may obtain a survey of the Seller's Property, at Buyer's expense, performed by a registered land surveyor in the State of Alabama, which survey shall indicate no encroachments, encumbrances, rights of way or other matters except those which are suitable to Buyer, in Buyer's sole discretion.

4. Seller's Representations and Warranties -- Seller hereby represents, warrants and covenants unto Buyer as follows:

A. Seller's Property is not the subject of any representation or outstanding agreement with any party pursuant to which any such party may acquire an interest therein;

B. Seller has received no notice of taking or condemnation, actual or proposed, with respect to the Seller's Property or any portion thereof;

C. There are no lawsuits or legal proceedings pending or threatened regarding ownership, use or possession of Seller's Property;

D. There are no parties in possession of any portion of Seller's Property as lessees, tenants at sufferance, trespassers or otherwise;

E. There has been no material or labor furnished for the Seller's Property for which payment has not been made, and there are no mechanic's or materialmen's claims of nonpayment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to Seller's Property;

F. Between the date hereof and the closing date, Seller shall not sell, transfer, convey or mortgage the Seller's Property, or any part thereof, or take any other action, or permit any action to be taken by any other person, that might affect title to the Seller's Property or otherwise impair the value of the Seller's Property to Buyer;

G. All general real estate and ad valorem taxes assessed or imposed against the Seller's Property have been paid prior to closing (excepting only ad valorem taxes for the year in which the closing hereunder occurs that have not been billed prior to the closing date), and Seller shall furnish evidence of such payment to Buyer and the title company selected by Buyer. There are no proposed unusual changes in the real estate taxes applicable to the Seller's Property, and no special assessments exist, have been levied or are contemplated or pending against the Seller's Property;

H. To the Seller's knowledge, there does not exist, nor has there ever existed, over, beneath or on the Seller's Property any hazardous substance, pollutants or contaminants, as defined, regulated and/or prohibited by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA" or the "Federal Superfund Act") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C. Sections 9601-9605, or hazardous waste as defined, regulated and/or prohibited by the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, 33 U.S.C. Section 1321 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., all as the same may be from time to time amended and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the

environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance;

I. To the Seller's knowledge, the Seller has obtained all federal, state and local environmental permits necessary or required for the use and occupancy of the Seller's Property, that the Seller is in full compliance with the terms and conditions of any such environmental permits which may have been issued, that no investigation or action regarding hazardous substances, material or waste is pending or threatened, that Seller knows of no fact or circumstance that may give rise to any future civil, criminal or administrative proceeding relating to environmental matters, and that there are no underground storage tanks located on the Seller's Property (or if such tanks are located thereon, that the same are in compliance with all applicable laws, regulations and ordinances and that the same have been duly and timely registered with the Alabama Department of Environmental Management and any other appropriate authority).

All of the foregoing representations and warranties shall be deemed to be true as of the date hereof and shall be true on the closing date. In the event that any of the foregoing representations or warranties should not be true during the period commencing on the date hereof and ending on the closing date, Seller agrees to perform such actions as may be necessary to cure such defects prior to the closing date.

5. Buyer's Representation and Warranty -- Buyer hereby represents and warrants that it has the authority to enter into this Contract on the terms and conditions contained herein.

6. Inspection of Property -- Seller hereby grants to Buyer and its agents, representatives or assigns a license to enter onto the Seller's Property at all times during the term of this Agreement and to perform such examinations of the Seller's Property and to make such appraisals, surveys, soil borings and other tests or inspections as Buyer deems necessary to determine the suitability of the Seller's Property for the purposes of the Buyer, provided said tests shall not be so exercised as to damage the Seller's Property materially or to interfere substantially with the use or occupancy by Seller. Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims resulting from Buyer's conduct of its tests and investigations on the Seller's Property. In the event the Buyer determines that the aforementioned examinations, inspections, investigations, surveys or tests conducted hereunder are not acceptable or that the property is not suitable for the purposes of the Buyer, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Seller shall immediately return the earnest money deposit to Buyer.

7. Closing -- The Closing of this transaction shall take place at the offices of Professional Land Title, Inc., in Gulf Shores, Alabama, at a mutually agreeable time, not later than sixty (60) days following the later of the following to occur: (a) delivery to Buyer of the title insurance commitment as provided for in Paragraph 3 above; or (b) approval and execution of this Contract by the Chairman of the Baldwin County Commission. At such Closing, Seller shall



convey Seller's Property to Buyer by general warranty deed in the form customarily used in similar transactions in the State of Alabama and with full covenants of warranty, subject only to such exceptions or other matters deemed acceptable to Buyer, in Buyer's sole discretion. Seller shall pay for: (i) Seller's attorney's fees; (ii) deed preparation; (iii) the ALTA Title Insurance Commitment and Policy; and (iv) costs and fees of closing agent. Buyer shall pay for: (i) cost of the survey, if required; (ii) Buyer's attorney's fees; and (iii) all recording costs.

8. Proration of Taxes -- Ad valorem taxes applicable to Seller's Property shall be prorated between Buyer and Seller as of the date of Closing. If, on such date, the rate of taxes or amount of assessment is undetermined, such taxes shall be prorated on the basis of the rate or amount applicable for the next preceding year and promptly re-prorated upon issuance of final bills therefore.

9. Agency Disclosure -- Except as expressly set forth herein, Seller and Buyer acknowledge that Andrew R. McKinney is a licensed attorney and real estate agent in the State of Alabama who is representing the Seller, and the Seller shall be responsible for any legal fees or real estate commissions or fees related to the services provided by Mr. McKinney. Seller and Buyer hereby acknowledge that no real estate agents or brokers are acting on behalf of either party, and that no commissions are to be paid by either party. Each party agrees to indemnify and hold harmless the other from any claim made by brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payment in connection with this transaction and against any and all expense or liability arising out of any such claim.

10. Assignment -- No assignment of this Contract or any right or duty accruing under this agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. Binding Effect -- This Contract shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

12. Survival -- Each and every provision of this Contract shall survive the closing and shall not be nullified or affected by the Closing.

13. Time of the Essence -- Time is of the essence as to all matters covered in this Contract.

14. Entire Agreement -- This Contract and the documents referred to in this Contract constitute the entire agreement between the parties and supersedes any prior contracts or agreements, and there are no other conditions, covenants or agreements which shall be binding between the parties.

15. 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 the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

16. Miscellaneous -- Words of any gender used in this Contract shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

17. Governing Law -- This Contract shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

18. Counterparts -- This Contract may be executed in any number of counterparts, all of which taken together shall constitute one contract, and any of the parties hereto may execute the Contract by signing any such counterpart.

19. Required Approvals -- This Contract shall be conditioned upon and subject to the approval of the Baldwin County Commission. In addition, this Contract is contingent upon Seller obtaining approval from the Baldwin County Circuit Court and Baldwin County Probate Court for the sale of Seller's Property.

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands and seals, by and through their duly authorized representatives, on the date and year set forth below.

SIGNATURE PAGES AND NOTARIES TO FOLLOW:

SELLER:

\_\_\_\_\_  
JAMES L. HORAK, SR., AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF  
JOSEPH JAMES GOTTLER, JR.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR., 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

BUYER:

BALDWIN COUNTY, ALABAMA

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the BALDWIN COUNTY COMMISSION, and \_\_\_\_\_, whose name as \_\_\_\_\_ of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

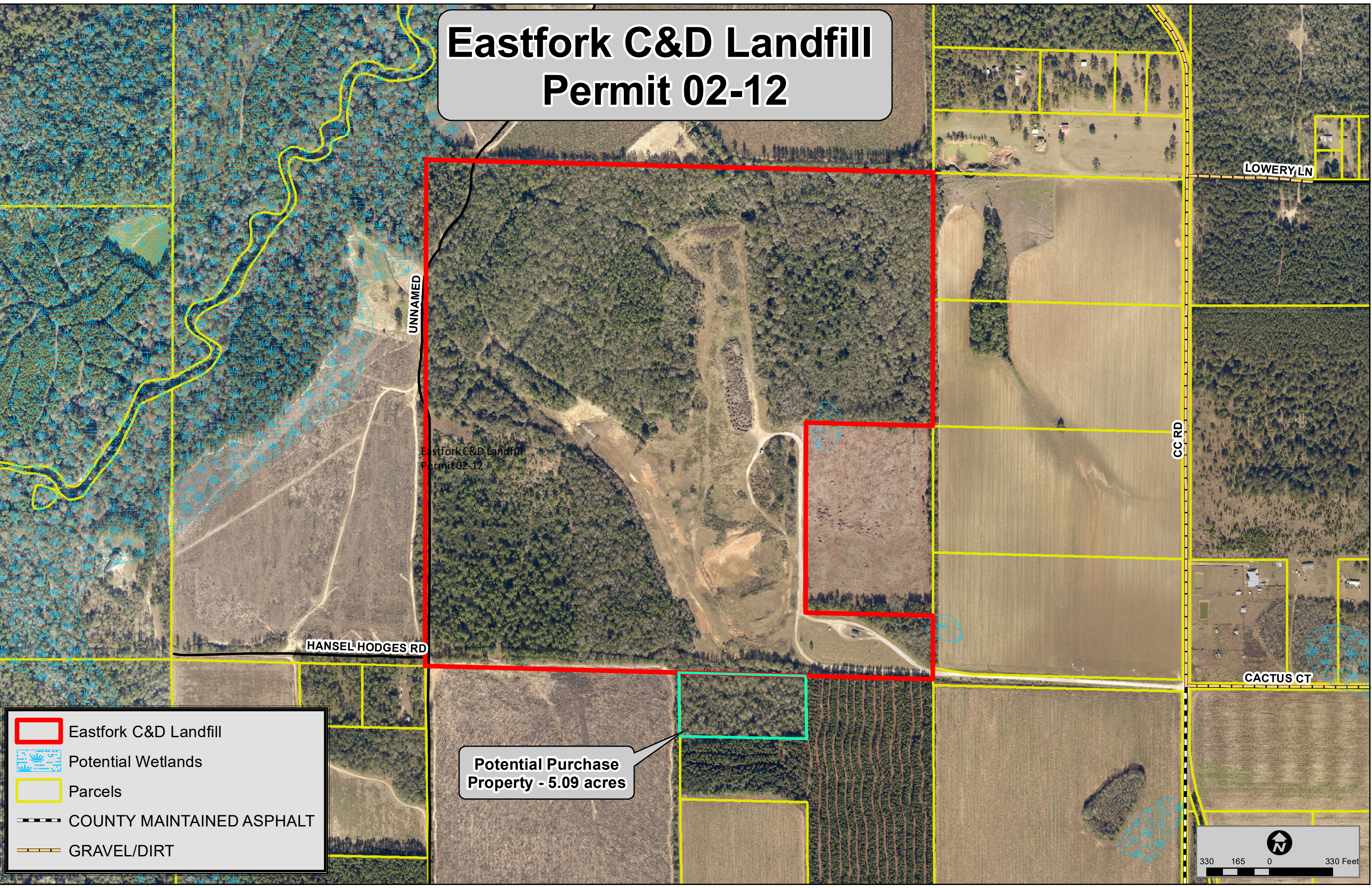
Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Instrument prepared by:  
Andrew R. McKinney, P.C.  
Attorney at Law  
Post Office Box 2999  
Gulf Shores, AL 36547  
(251) 967-2166



# Eastfork C&D Landfill Permit 02-12



Eastfork C&D Landfill  
Permit 02-12

Potential Purchase  
Property - 5.09 acres



Eastfork C&D Landfill



Potential Wetlands



Parcels



COUNTY MAINTAINED ASPHALT



GRAVEL/DIRT







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0977, **Version:** 1

**Item #:** IA1

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**Meeting Type:** BCC Regular Meeting  
**Meeting Date:** 3/17/2020  
**Item Status:** Addendum  
**From:** Deidra Hanak, Personnel Director  
**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

\*Personnel Department - Approval of Planned Response to the Coronavirus (COVID-19) Pandemic for County Employees

### STAFF RECOMMENDATION

Approve the attached Baldwin County Commission Planned Response to the Coronavirus (COVID-19) Pandemic for County Employees.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** Replacement attachment due to attorneys revision of language.

Due to the Coronavirus (COVID-19) Pandemic, it is necessary to adopt a planned response. 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:** 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 - Implement and Distribute

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

**Additional instructions/notes:** N/A



## **BALDWIN COUNTY COMMISSION PLANNED RESPONSE TO THE CORONAVIRUS (COVID-19) PANDEMIC FOR COUNTY EMPLOYEES**

The new coronavirus, COVID-19, is not a flu but a pneumonia-like infection. The Centers for Disease Control (CDC) believes at this time that symptoms may appear in as few as two days or as long as 14 days after exposure. The good news is that, except in rare situations, an employee diagnosed with the virus will have no significant long-term health care problems. These policies are subject to change.

### **A. PLAN OBJECTIVES**

- ✓ County's Primary Goal: Protect Employees and Citizens
- ✓ Reduce the spread of disease among staff.
- ✓ Protect people at higher risk for complications.
- ✓ Maintain critical operations.
- ✓ Minimize impact on your residents, customers and businesses.
- ✓ Be proactive, rather than reactive, by taking small measures now to minimize risk.

**This plan will supersede all other County policies if the pandemic impacts Baldwin County. This plan is subject to change as needed, when conditions change and as events play out.**

### **B. KEY BUSINESS FUNCTIONS**

Essential employees are defined as those who will be required to work from home or in their offices so that critical government services can still be provided. Non-essential departments and employees are defined as those non-critical during a pandemic. The chart below shows the County's plan of action if a pandemic occurs.

<b>Essential</b>	<b>Essential</b>	<b>Non-Essential</b>
EOC	Animal Shelter	Planning and Zoning
Solid Waste	Juvenile Detention Center	Parks
Probate	Building Maintenance	Archives
Council on Aging	Custodial	Legislative Delegation
Coroner's Office	CIS	
Highway	Building Inspections	
Personnel	Finance/Accounting	
Administration	Budgeting/Purchasing	

- ✓ Departments need to inventory equipment that remote workers will be utilizing for telecommuting.
- ✓ Essential employees who will be not working from home should prepare by developing a "ready bag" that they take home with them at the end of each day. This gives the employee the ability to change clothes before returning home to reduce potential exposures to family members.
- ✓ Expense Accounts will be established, and access granted to all departments who will be purchasing items related to the pandemic.
- ✓ Impact on County services.
  - Department heads should be prepared to backfill positions if employees are absent.
  - Communicate and practice various scenarios with staff to ensure understanding.



## **BALDWIN COUNTY COMMISSION PLANNED RESPONSE TO THE CORONAVIRUS (COVID-19) PANDEMIC FOR COUNTY EMPLOYEES**

- Ensure lines of communication are available for all critical staff and departments.

### **C. WORKPLACE EXPOSURE**

- ✓ No handshaking.
- ✓ Minimize face-to-face contact.
- ✓ Minimize meetings with large numbers of people.
- ✓ Use email, phones and teleconferencing/webinars during a pandemic, rather than face-to-face contact.
- ✓ Effectively handle materials and customers/patients that could be contaminated.
- ✓ Wash hands often and practice other sanitary means to prevent spread of germs.
- ✓ If an employee is diagnosed/confirmed positive with the virus, the workplace should be shut down and disinfected before allowing other employees to return.
- ✓ All County related travel is to be cancelled or postponed.

### **D. WORKPLACE POLICIES**

County Administrator/Personnel Director will coordinate cases/events with Commissioners and staff. These policies are subject to change.

- ✓ **Presumed or Confirmed Cases** of Coronavirus (COVID-19) in employee or immediate family member – If a medical official determines that an employee is presumed or confirmed to have the virus, then the County will pay the employee for a minimum of 2 weeks for quarantine, based on medical professional directives. Additional benefits will be paid in accordance to Federal guidelines.
- ✓ **Exposure Event** – Quarantine of employee by medical staff – County will pay employee a minimum of 2 weeks at their regular rate of pay. Additional benefits will be paid in accordance to Federal guidelines.
- ✓ If an employee chooses to personally travel to a high-risk country and is quarantined upon return to the U.S., the County will not pay the employee during this timeframe. The employee will have the ability to utilize any earned leave (sick, vacation, etc.), or telecommute while quarantined. The County reserves the right to place the employee in voluntary quarantine under these conditions.
- ✓ The County reserves the right to question any employee that is planning travel during the Local State of Emergency. Including questions concerning about leaving the United States, mode of travel (airplane, etc.) The County may require the employee to be screened before returning to work on a case by case basis.
- ✓ Commissioners will make decisions which impact the County's services during a pandemic.

### **E. INFECTION CONTROL MEASURES – Immediate Implementation**

- ✓ Place posters that encourage staying home when sick, cough and sneeze etiquette, and hand hygiene at the entrance to your workplace and in high visibility locations.
- ✓ Provide soap, water, and alcohol-based hand rubs in multiple locations and routinely refill.



## **BALDWIN COUNTY COMMISSION PLANNED RESPONSE TO THE CORONAVIRUS (COVID-19) PANDEMIC FOR COUNTY EMPLOYEES**

- ✓ Employees should clean hands often by washing for at least 20 seconds using soap and water, or using an alcohol-based hand sanitizer if soap and water is not available.
- ✓ Supply tissues and no-touch waste bins.
- ✓ Ask employees to stay home when sick.
- ✓ Employees should routinely clean commonly touched surfaces and sanitize all areas of their workspace daily.

### **F. ENCOURAGE SOCIAL DISTANCING – Immediate implementation**

- ✓ Social distancing is an intervention to increase the physical distance between people and reduce the spread of disease.
- ✓ Implement policies and procedures for critical employees to work remotely.
- ✓ Allow telecommuting, if possible/necessary.
- ✓ Permit flexible work hours (e.g. staggered shifts), if possible.
- ✓ Ensure that employees have the technology and infrastructure needed to support multiple employees working from home.
- ✓ Place appropriate signage at all entrances for customers, visitors, etc.
- ✓ Place a locked drop-box at the designated entrance to the building, where documents and payments can be submitted safely, without the need to interact directly with staff, if applicable.
- ✓ Provide email and telephone number on signage for assistance to customers utilizing the drop box or other contact methods (phone, email, fax, etc.)
- ✓ Establish employee business travel and training restrictions to minimize risk.

### **G. SEPARATE SICK EMPLOYEES - Immediate implementation**

Employees who report to work having a fever or flu-like symptoms upon arrival, or who become sick during the workday, should be separated from others and immediately sent home. Ensure that:

- ✓ All managers and employees are aware of County policies and the expectation that sick employees stay home.
- ✓ Do **NOT** go directly to the hospital or urgent care. This will minimize the risk of exposure risk all concerned parties. **If a person has questions about being tested for COVID-19, they should call their healthcare provider to make arrangements for testing. It is important to call your healthcare provider's office before going in to let them know you may have COVID-19. This will help the healthcare provider's office take steps to keep others from getting infected or exposed to COVID-19.**
- ✓ If you do not have a healthcare provider, please call 1-888-264-2256, starting March 14 at 8:00 a.m. In the event the line is busy, please try to call again.

### **H. ANTICIPATE ABSENTEEISM**

Prepare for employee absences resulting from personal illness, caring for ill family members, and dismissal of early childhood programs and K-12 schools. Be ready to adapt your business practices to





## **BALDWIN COUNTY COMMISSION PLANNED RESPONSE TO THE CORONAVIRUS (COVID-19) PANDEMIC FOR COUNTY EMPLOYEES**

maintain critical operations.

- ✓ Employees with children in early childhood programs and K-12 schools are encouraged to find available childcare.
- ✓ Supervisors are strongly encouraged to work with employees with children with the availability of flexible scheduling and/or reduced hours.
- ✓ An employee unable to find childcare will be paid in accordance with Federal guidelines.
- ✓ Cross-train employees to carry out critical functions so the workplace can operate when essential staff are out.
- ✓ Prepare to temporarily suspend non-essential operations, if necessary.
- ✓ Be prepared to differentiate between critical and non-critical services if staff shortages occur due to illnesses or quarantines.
- ✓ Utilize “what-if” scenarios with essential and non-essential staff to prepare.

### **I. PERSONAL PREPAREDNESS - Immediate implementation**

Our government is only as healthy as our employees. Employees should immediately take standard steps to prepare for staying at home, if needed:

- ✓ Make sure to have enough prescription drugs at home.
- ✓ Keep non-prescription drugs and other health supplies on hand. This includes pain relievers, stomach remedies, cough and cold aides, fluids with electrolytes, and vitamins.
- ✓ Get copies of electronic health records from the doctor, hospital, or pharmacy.
- ✓ Talk with family members and loved ones about how they would like to be cared for if they got sick, and what's needed to care for them at home.
- ✓ Try to minimize being in large groups, events and traveling by plane – any direct contact with others you can reasonably avoid will help.

### **J. COMMUNICATION PROTOCOL - Immediate implementation**

- ✓ Keep workforce informed about the outbreak.
- ✓ Provide positive, factual information which will help calm and encourage staff.
- ✓ Establish clear lines of communication between essential staff members and departments to ensure critical services can be provided.
- ✓ Establish a 24-hour hotline if government is forced to shut down.
- ✓ Provide timely and factual press releases as needed to keep community informed.

### **K. PROCESS FOR ACTIVATING THE COUNTY’S PLAN - Immediate implementation**

- ✓ Employees must immediately notify, by phone or email only, their supervisor/employer if they have experienced an exposure or received a presumed or confirmed diagnosis of coronavirus.
- ✓ Employees who have been medically diagnosed with the virus or who were quarantined must submit a physician’s release to return to work. If the employee was self-quarantined due to exposure, then the employee must be symptom free for fourteen days before returning to work.
- ✓ Work with local health officials as needed to manage the pandemic.



## **BALDWIN COUNTY COMMISSION PLANNED RESPONSE TO THE CORONAVIRUS (COVID-19) PANDEMIC FOR COUNTY EMPLOYEES**

### **L. WORKFORCE INVOLVEMENT - Immediate implementation**

- ✓ Ensure that every person and department deemed essential has reviewed the County's Planned Response plan and is ready to act immediately.
- ✓ Every department must test the plan to help detect gaps or problems that need attention by utilizing "what if" scenarios prior to shut down or events.
- ✓ **Every** employee should be familiar with this plan and be prepared to act immediately if an employee illness or event occurs.
- ✓ **Every** employee should know and understand the role they will play if an event occurs.
- ✓ Employees who may be classified initially as non-essential could become essential in the event of major outbreaks and/or quarantine of essential employees. Be prepared!



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0977, **Version:** 1

**Item #:** IA1

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**Meeting Type:** BCC Regular Meeting  
**Meeting Date:** 3/17/2020  
**Item Status:** Addendum  
**From:** Deidra Hanak, Personnel Director  
**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Personnel Department - Approval of Planned Response to the Coronavirus (COVID-19) Pandemic for County Employees

### STAFF RECOMMENDATION

Approve the attached Baldwin County Commission Planned Response to the Coronavirus (COVID-19) Pandemic for County Employees.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** Due to the Coronavirus (COVID-19) Pandemic, it is necessary to adopt a planned response. 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:** 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 - Implement and Distribute

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

Additional instructions/notes: N/A



## **BALDWIN COUNTY COMMISSION PLANNED RESPONSE TO THE CORONAVIRUS (COVID-19) PANDEMIC FOR COUNTY EMPLOYEES**

The new coronavirus, COVID-19, is not a flu but a pneumonia-like infection. The Centers for Disease Control (CDC) believes at this time that symptoms may appear in as few as two days or as long as 14 days after exposure. The good news is that, except in rare situations, an employee diagnosed with the virus will have no significant long-term health care problems. These policies are subject to change.

### **A. PLAN OBJECTIVES**

- ✓ County's Primary Goal: Protect Employees and Citizens
- ✓ Reduce the spread of disease among staff.
- ✓ Protect people at higher risk for complications.
- ✓ Maintain critical operations.
- ✓ Minimize impact on your residents, customers and businesses.
- ✓ Be proactive, rather than reactive, by taking small measures now to minimize risk.

**This plan will supersede all other County policies if the pandemic impacts Baldwin County. This plan is subject to change as needed, when conditions change and as events play out.**

### **B. KEY BUSINESS FUNCTIONS**

If a government shutdown becomes necessary, essential employees are defined as those who will be required to work from home or in their offices/vehicles so that critical government services can still be provided. Non-essential departments and employees are defined as those non-critical during a pandemic. The chart below shows the County's plan of action if a pandemic occurs.

<b>Essential – Front Line</b>	<b>Essential – Work from Home</b>	<b>Non-Essential</b>
EOC	Animal Shelter	Planning and Zoning
Solid Waste	Juvenile Detention Center	Parks
Probate	Building Maintenance	Archives
Council on Aging	Custodial	Legislative Delegation
Coroner's Office	CIS	
Highway	Building Inspections	
Personnel	Finance/Accounting	
Administration	Budgeting/Purchasing	

- ✓ Inventory equipment that remote workers will be utilizing.
- ✓ Essential employees who will be not working from home should prepare by developing a “ready bag” that they take home with them at the end of each day. This gives the employee the ability to change clothes before returning home to reduce potential exposures to family members.
- ✓ All employees are subject to be called back to work during a government shutdown, depending on the need and circumstances.
- ✓ Expense Accounts will be established, and access granted to all departments who will be purchasing items related to the pandemic.





## **BALDWIN COUNTY COMMISSION PLANNED RESPONSE TO THE CORONAVIRUS (COVID-19) PANDEMIC FOR COUNTY EMPLOYEES**

- ✓ Impact on County services.
  - Department heads should be prepared to backfill positions if employees are absent.
  - Communicate and practice various scenarios with staff to ensure understanding.
  - Ensure lines of communication are available for all critical staff and departments.

### **C. WORKPLACE EXPOSURE**

- ✓ Staff with increased risk, include older employees, those with existing serious health conditions and those involved in waste management.
- ✓ No handshaking.
- ✓ Minimize face-to-face contact.
- ✓ Minimize meetings with large numbers of people.
- ✓ Use email, phones and teleconferencing/webinars during a pandemic, rather than face-to-face contact.
- ✓ Effectively handle materials and customers/patients that could be contaminated.
- ✓ Wash hands often and practice other sanitary means to prevent spread of germs.
- ✓ If an employee is diagnosed/confirmed positive with the virus, the workplace should be shut down and disinfected before allowing other employees to return.
- ✓ All County related travel is to be cancelled or postponed.

### **D. WORKPLACE POLICIES**

County Administrator/Personnel Director will coordinate cases/events with Commissioners and staff. These policies are subject to change.

- ✓ **Presumed or Confirmed Cases** of coronavirus in employee or immediate family member – If a medical official determines that an employee is presumed or confirmed to have the virus, then the County will pay the employee for a minimum of two weeks, not to exceed three weeks, based on medical professional directives.
- ✓ **Exposure Event** – Quarantine of employee by medical staff – County will pay employee a minimum of 2 weeks at their current hourly rate.
- ✓ **Government Shut-down** – County will pay all employees administrative leave at their current hourly rate.
- ✓ If an employee chooses to personally travel to a high-risk country and is quarantined upon return to the U.S., the County will not pay the employee during this timeframe. The employee will have the ability to utilize any earned leave (sick, vacation, etc.) while quarantined. The County reserves the right to place the employee in voluntary quarantine under these conditions.
- ✓ The County reserves the right to question any employee that is planning travel during the Local State of Emergency. Including questions concerning about leaving the United States, mode of travel (airplane, etc.) The County may require the employee to be screened before returning to work on a case by case basis.
- ✓ Commissioners will make decisions which impact the County's services during a pandemic.



## **BALDWIN COUNTY COMMISSION PLANNED RESPONSE TO THE CORONAVIRUS (COVID-19) PANDEMIC FOR COUNTY EMPLOYEES**

### **E. INFECTION CONTROL MEASURES – Immediate Implementation**

- ✓ Place posters that encourage staying home when sick, cough and sneeze etiquette, and hand hygiene at the entrance to your workplace and in high visibility locations.
- ✓ Provide soap, water, and alcohol-based hand rubs in multiple locations and routinely refill.
- ✓ Employees should clean hands often by washing for at least 20 seconds using soap and water, or using an alcohol-based hand sanitizer if soap and water is not available.
- ✓ Supply tissues and no-touch waste bins.
- ✓ Ask employees to stay home when sick.
- ✓ Employees should routinely clean commonly touched surfaces and sanitize all areas of their workspace daily.

### **F. ENCOURAGE SOCIAL DISTANCING – Immediate implementation**

- ✓ Social distancing is an intervention to increase the physical distance between people and reduce the spread of disease.
- ✓ Implement policies and procedures for critical employees to work remotely.
- ✓ The Commissioners can allow telecommuting, if necessary.
- ✓ The Commissioners can permit flexible work hours (e.g. staggered shifts), if possible.
- ✓ Ensure that employees have the technology and infrastructure needed to support multiple employees working from home.
- ✓ Place appropriate signage at all entrances for customers, visitors, etc.
- ✓ Place a locked drop-box at the designated entrance to the building, where documents and payments can be submitted safely, without the need to interact directly with staff, if applicable.
- ✓ Provide email and telephone number on signage for assistance to customers utilizing the drop box or other contact methods (phone, email, fax, etc.)
- ✓ Establish employee business travel and training restrictions to minimize risk.

### **G. SEPARATE SICK EMPLOYEES - Immediate implementation**

Employees who report to work having a fever or flu-like symptoms upon arrival, or who become sick during the workday, should be separated from others and immediately sent home. Ensure that:

- ✓ All managers and employees are aware of County policies and the expectation that sick employees stay home.
- ✓ Do NOT go directly to the hospital or urgent care. This will minimize the risk of exposure risk all concerned parties. **If a person has questions about being tested for COVID-19, they should call their healthcare provider to make arrangements for testing. It is important to call your healthcare provider's office before going in to let them know you may have COVID-19. This will help the healthcare provider's office take steps to keep others from getting infected or exposed to COVID-19.**
- ✓ If you do not have a healthcare provider, please call 1-888-264-2256, starting March 14 at 8:00 a.m. In the event the line is busy, please try to call again.



## **BALDWIN COUNTY COMMISSION PLANNED RESPONSE TO THE CORONAVIRUS (COVID-19) PANDEMIC FOR COUNTY EMPLOYEES**

### **H. ANTICIPATE ABSENTEEISM**

Prepare for employee absences resulting from personal illness, caring for ill family members, and dismissal of early childhood programs and K-12 schools. Be ready to adapt your business practices to maintain critical operations.

- ✓ Employees with children in early childhood programs and K-12 schools are encouraged to find available childcare.
- ✓ Supervisors are strongly encouraged to work with employees with children with the availability of flexible scheduling and/or reduced hours.
- ✓ An employee unable to find childcare will be paid Administrative Leave to bring an employee up to 40 hours for the week.
- ✓ Cross-train employees to carry out critical functions so the workplace can operate when essential staff are out.
- ✓ Prepare to temporarily suspend non-essential operations, if necessary.
- ✓ Be prepared to differentiate between critical and non-critical services if staff shortages occur due to illnesses or quarantines.
- ✓ Utilize “what-if” scenarios with essential and non-essential staff to prepare.

### **I. PERSONAL PREPAREDNESS - Immediate implementation**

Our government is only as healthy as our employees. Employees should immediately take standard steps to prepare for staying at home, if needed:

- ✓ Store a two-week supply of water and food.
- ✓ Make sure to have enough prescription drugs at home.
- ✓ Keep non-prescription drugs and other health supplies on hand. This includes pain relievers, stomach remedies, cough and cold aides, fluids with electrolytes, and vitamins.
- ✓ Get copies of electronic health records from the doctor, hospital, or pharmacy.
- ✓ Talk with family members and loved ones about how they would like to be cared for if they got sick, and what's needed to care for them at home.
- ✓ Try to minimize being in large groups, events and traveling by plane – any direct contact with others you can reasonably avoid will help.

### **J. COMMUNICATION PROTOCOL - Immediate implementation**

- ✓ Keep workforce informed about the outbreak.
- ✓ Provide positive, factual information which will help calm and encourage staff.
- ✓ Establish clear lines of communication between essential staff members and departments to ensure critical services can be provided.
- ✓ Establish a 24-hour hotline if government is forced to shut down.
- ✓ Provide timely and factual press releases as needed to keep community informed.

### **K. PROCESS FOR ACTIVATING THE COUNTY’S PLAN - Immediate implementation**

- ✓ Employees must immediately notify, by phone or email only, their supervisor/employer if they



## **BALDWIN COUNTY COMMISSION PLANNED RESPONSE TO THE CORONAVIRUS (COVID-19) PANDEMIC FOR COUNTY EMPLOYEES**

- have experienced an exposure or received a presumed or confirmed diagnosis of coronavirus.
- ✓ Employees who have been medically diagnosed with the virus or who were quarantined must submit a physician's release to return to work. If the employee was self-quarantined due to exposure, then the employee must be symptom free for fourteen days before returning to work.
- ✓ Work with local health officials as needed to manage the pandemic.

### **L. WORKFORCE INVOLVEMENT - Immediate implementation**

- ✓ Ensure that every person and department deemed essential has reviewed the County's Planned Response plan and is ready to act immediately.
- ✓ Every department must test the plan to help detect gaps or problems that need attention by utilizing "what if" scenarios prior to shut down or events.
- ✓ **Every** employee should be familiar with this plan and be prepared to act immediately if an employee illness or event occurs.
- ✓ **Every** employee should know and understand the role they will play if an event occurs.
- ✓ Employees who may be classified initially as non-essential could become essential in the event of major outbreaks and/or quarantine of essential employees. Be prepared!



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0974, **Version:** 1

**Item #:** IA2

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**Meeting Type:** BCC Regular Meeting  
**Meeting Date:** 3/17/2020  
**Item Status:** Addendum  
**From:** Ron Ballard, JDC Director  
Deidra Hanak, Personnel Director  
**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Request for Leave of Absence

### STAFF RECOMMENDATION

At the request of the Juvenile Detention Director, approve a Leave of Absence for employee #182214 beginning March 19, 2020, for up to a 3-month period as outlined in the Baldwin County Employee Handbook, Section IV.I. "If an employee exhausts all of his or her annual, sick and FMLA leave and still needs additional time off for personal or health reasons, he or she may apply for an unpaid leave of absence for a period of up to three (3) months. The request for leave must be given to the employee's supervisor and Appointed Department Head at least thirty (30) days prior to the start of the requested leave date unless the leave is an emergency. Any request for leave of absences must be approved or denied by the County Commission."

### BACKGROUND INFORMATION

**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?**

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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

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**File #:** 20-0976, **Version:** 1

**Item #:** IA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 3/17/2020

**Item Status:** Addendum

**From:** Wayne Dyess, County Administrator

**Submitted by:** Anu Gary, Administrative Services Manager

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### **ITEM TITLE**

Postponing the Baldwin County Strategic Plan Conference

### **STAFF RECOMMENDATION**

As relates to the Baldwin County Strategic Plan Conference, scheduled for March 24 - 26, 2020, in Montgomery, Alabama, take the following actions:

- 1) Approve postponing the Conference until a date TBD; and
- 2) Upon rescheduling, authorize the Chairman to sign any necessary event related documents regarding the Baldwin County Strategic Plan Conference.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Due to the recent events concerning the Coronavirus (COVID-19), the Commissioners have requested all out-of-county travel to cease for the foreseeable future. Therefore, staff is requesting the Commission to postpone the Baldwin County Strategic Plan Conference.

### **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 as follows:

Anu Gary to notify Renaissance Montgomery Hotel & Spa of Commission action.

April Means, Executive Meeting Manager  
Renaissance Montgomery Hotel & Spa at the Convention Center  
201 Tallapoosa St., Montgomery, AL 36104  
Tel. 334.481.5364

April Means [April.Means@RenaissanceMontgomery.com](mailto:April.Means@RenaissanceMontgomery.com)  
<<mailto:April.Means@RenaissanceMontgomery.com>>

Monica English/Miranda McKinnon to notify the following staff via email:

- 1) Matthew Brown, BRATS Director, to re-schedule/re-arrange BRATS bus transportation to/from conference; and
- 2) Felisha Anderson, Archives Director, to re-schedule and re-confirm tour of State Archives and History Museum Tour.

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

N/A

**Additional instructions/notes:** N/A