

Baldwin County Commission



Work Session Meeting Agenda Wednesday, February 17, 2021 8:30 AM

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

Regular Meeting Agenda Wednesday, February 17, 2021 10:00 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.

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.

Dist. 1 - jeb.ball@baldwincountyal.com
Dist. 2 - joe.davis@baldwincountyal.gov
Dist. 3 - bunderwood@baldwincountyal.gov
Dist. 4 - cgruber@baldwincountyal.gov

WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE

A ADOPTION OF MINUTES

February 2, 2021, Regular Meeting

B ACTION ITEMS

BA ADMINISTRATION

BA1 Voting Administration - Agreement for the Use of the Old Vaughn School as a Voting Location for Voting Precinct No. 3 and the Ellisville Community Center as a Voting Location for Voting Precinct No. 8 [21-0135](#)

BA2 City of Foley - Annexation Notification [21-0475](#)

BA3 City of Robertsdale - Annexation Notification [21-0484](#)

BC ARCHIVES AND HISTORY

BC1 Aaron Media Services - Professional Services Agreement for Baldwin County Commission Documentaries [21-0374](#)

BC2 Baldwin County Historic Development Commission - Board Appointment(s) [21-0427](#)

BD BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)

BD1 Fiscal Year 2021 Certifications and Assurances for Federal Transit Administration Assistance Programs [21-0480](#)

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|------------|---|--------------------------------|
| BD2 | Funding for County Employee Use of Baldwin Regional Area Transit System (BRATS) General Public Transportation for County Business | <u>21-0488</u> |
| BE | BUDGET/PURCHASING | |
| BE1 | Competitive Bid #WG21-12 - Provision of Roadway Pipe for the Baldwin County Commission | <u>21-0446</u> |
| BE2 | Competitive Bid #WG21-13A - Provision of CRS-2 Emulsified Asphalt Material for the Baldwin County Commission | <u>21-0474</u> |
| BE3 | Competitive Bid #WG21-16 - Provision of Erosion Control Materials for the Baldwin County Commission | <u>21-0498</u> |
| BE4 | Competitive Bid #WG21-17 - Provision of Tree Removal and Disposal Services for the Baldwin County Commission | <u>21-0530</u> |
| BE5 | Baldwin County Resurfacing Projects 2021: Group 3/BCR-2021-3 and Group #3RA/BCR-2021-3RA | <u>21-0497</u> |
| BE6 | Construction of a New Baldwin County MacBride Landfill Modular Scale Office Building Located in Loxley, Alabama for the Baldwin County Commission | <u>21-0482</u> |
| BE7 | Quote for Guardrail Replacement at County Road 87 Bridge over the Tributary to Three Mile Creek for the Baldwin County Commission | <u>21-0483</u> |
| BL | ENVIRONMENTAL MANAGEMENT | |
| BL1 | Baldwin County Solid Waste Uncollectible Residential Accounts | <u>21-0527</u> |
| BN | HIGHWAY | |
| BN1 | Baldwin County Intracoastal Waterway (ICW) Boat Launch Construction Project - Permission to Advertise | <u>21-0321</u> |
| BN2 | Speed Limit on Twin Beech Road (County Road 44) between County Road 13 and State Road 181 | <u>21-0522</u> |
| BN3 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 1) | <u>21-0491</u> |
| BN4 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 2) | <u>21-0494</u> |
| BN5 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 3) | <u>21-0495</u> |
| BN6 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 4) | <u>21-0510</u> |
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|-------------|---|--------------------------------|
| BN7 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 5) | <u>21-0511</u> |
| BN8 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 7) | <u>21-0512</u> |
| BN9 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 8) | <u>21-0513</u> |
| BN10 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 9) | <u>21-0514</u> |
| BN11 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 10) | <u>21-0515</u> |
| BN12 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 11) | <u>21-0516</u> |
| BN13 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 12) | <u>21-0517</u> |
| BN14 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 13) | <u>21-0518</u> |
| BN15 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 14) | <u>21-0519</u> |
| BN16 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 15) | <u>21-0520</u> |
| BQ | PERSONNEL | |
| BQ1 | Baldwin Regional Area Transit System (BRATS) Department - Employment of One (1) Part-time Bus Driver | <u>21-0500</u> |
| BQ2 | Building Maintenance Department - Employment of One (1) Building Maintenance Engineer II | <u>21-0501</u> |
| BQ3 | Parks Department and Archives Department - Position Changes | <u>21-0499</u> |
| BQ4 | Planning and Zoning Department - Position Changes | <u>21-0502</u> |
| BQ5 | Probate Office - Position Changes | <u>21-0503</u> |
| BQ6 | Solid Waste Department (Collections) - Position Changes | <u>21-0504</u> |
| BQ7 | Personnel Department - Adoption of BCC Policy #11.2 - Internship Policy | <u>21-0505</u> |
| BR | PLANNING AND ZONING | |
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BR1 Planning District 19 Advisory Committee Appointments [21-0508](#)

C PRESENTATIONS

CA GENERAL

CA1 Highway Department Fiscal Year 2020 Year-end Progress Report (October 1, 2019 - September 30, 2020) [21-0509](#)

D PUBLIC HEARINGS

DR PLANNING AND ZONING

DR1 *Case No. Z-21003 - Garlock Property Rezoning [21-0496](#)

DR2 *Case No. Z-21006 - Middleton Property Rezoning [21-0506](#)

DR3 Case No. Z-21007 - E & T Enterprises Property Rezoning [21-0507](#)

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills [21-0493](#)

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [21-0492](#)

F DISCUSSION ITEMS

FA ADMINISTRATION

FA1 Naming and Signage for Recently Purchased Boat Launches and Parks in Baldwin County [21-0447](#)

FA2 Request to Place a Plaque at Baldwin County Courthouse in Bay Minette to Honor Former Bay Minette Chief of Police, Alec McDowell [21-0489](#)

FE BUDGET/PURCHASING

FE1 Management of Grants for the Baldwin County Commission [21-0528](#)

G COMMISSIONER REQUESTS

H ADDENDA

HA GENERAL

HA1 Resolution #2021-053 of the Baldwin County Commission - Act No. 90-449
(Fire Tax) - Magnolia Springs Volunteer Fire Department - Approval of Use
of Fire Tax Proceeds [21-0539](#)

HA2 Annual Contract to Audit Federal Awards of Baldwin County Commission [21-0544](#)

I ADMINISTRATIVE REPORT

J COUNTY ATTORNEY'S REPORT

K PUBLIC COMMENTS

L PRESS QUESTIONS

M COMMISSIONER COMMENTS

N ADJOURNMENT



Baldwin County Commission

Agenda Action Form

File #: 21-0135, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Miranda N. McKinnon, Administrative Support Specialist, IV

ITEM TITLE

Voting Administration - Agreement for the Use of the Old Vaughn School as a Voting Location for Voting Precinct No. 3 and the Ellisville Community Center as a Voting Location for Voting Precinct No. 8

STAFF RECOMMENDATION

To provide for the use of the Voting Places for Baldwin County Voting Precinct No. 3 (Old Vaughn School, Stockton) and Voting Precinct No. 8 (Ellisville Community Center, Loxley), which benefit citizens in their exercise of the electoral franchise, take the following actions:

- 1) Authorize the Agreement between the Baldwin County Commission and the Baldwin County Board of Education for the use of voting places for Voting Precinct No. 3, Old Vaughn School, and Voting Precinct No. 8, Ellisville Community Center. The terms for this Agreement will be effective February 20, 2021, and expire February 19, 2024; and
- 2) Authorize County personnel to accomplish external grounds-cleaning on the grounds of the Voting Places for Baldwin County Voting Precincts No. 3 and No. 8 after any election; and
- 3) Authorize an expenditure, not to exceed \$235.00 per location, from Baldwin County Elections Contract Services Fund 51910.5150, to accomplish professional cleaning services in the Voting Places for Baldwin County Voting Precincts No. 3 and No. 8 after any election.

BACKGROUND INFORMATION

Previous Commission action/date: February 20, 2018

Background: The Old Vaughn School replaced the Vaughn Community Center as a voting place after the Commission meeting held on February 20, 2018. The Ellisville Community Center in Loxley has been used as a voting location for many years. Both buildings are owned by the Baldwin County Board of Education. The Board of Education is willing to continue allowing the County to use its buildings as voting locations. The Baldwin County Commission will provide for the grounds cleaning and professional cleaning services of the rooms used for elections after each election.

The Current Agreement is set to expire on February 19, 2021.

FINANCIAL IMPACT

Total cost of recommendation: Cleaning of the Old Vaughn School and Ellisville Community Center after each election, not to exceed \$235.00 per location.

Budget line item(s) to be used: Elections Contract Services Fund 10051910.51500

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

LEGAL IMPACT

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

Reviewed/approved by: Agreement revised by Scotty Lewis, Attorney for Baldwin County School Board - 01/15/2021 - Reviewed/Approved by Brad Hicks, Attorney for Baldwin County Commission - 02/03/2021.

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):

Mr. Eddie Tyler
Superintendent
Baldwin County Board of Education
2600-A North Hand Avenue
Bay Minette, Alabama 36507

CC:

C. Thomas Waters, Business

Operations/Purchasing Manager, Baldwin County Board of Education - via email only
(twaters@bcbe.org)

Violetta Smith, Elections Coordinator, Baldwin County Probate Office - via email only
(vsmith@baldwincountyal.gov)

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the Baldwin County Board of Education (hereinafter referred to as “BOARD OF EDUCATION”), an agency of the State of Alabama, owns certain real property known as the OLD VAUGHN SCHOOL (hereinafter referred to as “OLD VAUGHN SCHOOL”) located at 55260 County Road 21, Stockton, in Baldwin County, Alabama and the ELLISVILLE COMMUNITY CENTER (hereinafter referred to as “ELLISVILLE COMMUNITY CENTER”) located at 14090 County Road 66, Loxley, in Baldwin County, Alabama;

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as the “COMMISSION”) remains the honorable county governing body of Baldwin County, Alabama;

WHEREAS, in an effort to maintain a Voting (Polling) Place in Voting (Polling) Precinct No. 3, the COMMISSION seeks the utilization of the OLD VAUGHN SCHOOL as the Voting (Polling) Place for Voting (Polling) Precinct No. 3;

WHEREAS, in an effort to maintain a Voting (Polling) Place in Voting Precinct No. 8, the COMMISSION seeks the utilization of the ELLISVILLE COMMUNITY CENTER as the Voting (Polling) Place for Voting Precinct No. 8;

WHEREAS, the COMMISSION is authorized to establish Voting (Polling) Precincts and Voting (Polling) Places, for use in applicable elections, in accordance with §17-6-1, et seq., Code of Alabama 1975; and,

WHEREAS, the COMMISSION has respectfully asked that the OLD VAUGHN SCHOOL be used as the Voting (Polling) Place for Voting (Polling) Precinct No. 3 in Baldwin County, Alabama, and that the ELLISVILLE COMMUNITY CENTER be used as the Voting (Polling) Place for Voting Precinct No. 8 in Baldwin County, Alabama, and recognizes that the provision, by the COMMISSION, of professional cleaning services and grounds-cleaning after each instance of voting and balloting will enable the utilization of the OLD VAUGHN SCHOOL and the ELLISVILLE COMMUNITY CENTER as a Voting (Polling) Places which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 3 and Voting Precinct No. 8 in their exercise of the electoral franchise.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereby, do AGREE as follows:

1. A license is hereby granted unto the COMMISSION to use the OLD VAUGHN SCHOOL as a Voting (Polling) Place for Voting (Polling) Precinct No. 3 in Baldwin County, Alabama, and the ELLISVILLE COMMUNITY CENTER as Voting (Polling) Place for Voting Precinct No. 8, which will benefit citizens in the affected area

comprising Voting (Polling) Precinct No. 3 and Voting Precinct No. 8 in their exercise of the electoral franchise.

2. The OLD VAUGHN SCHOOL, and the ELLISVILLE COMMUNITY CENTER, as designated Voting (Polling) Places, shall ensure that the premises utilized for Voting (Polling) have a nondiscriminatory policy, and said premises shall be made available to the electorate of such Voting (Polling) Precincts, regardless of race, age, gender, religion, language or disability as protected by applicable state and/or federal law, in their exercise of the electoral franchise.

3. The COMMISSION shall provide the BOARD OF EDUCATION, for the OLD VAUGHN SCHOOL and the ELLISVILLE COMMUNITY CENTER only, with the following:

- i) Professional cleaning services after each of the dates in which such Voting (Polling) Places were utilized; and
- ii) Aesthetic and external grounds cleaning after each of the dates in which such Voting (Polling) Places were utilized.

4. The COMMISSION represents and warrants to the BOARD OF EDUCATION that it has examined the properties at issue and that the premises at the OLD VAUGHN SCHOOL and the ELLISVILLE COMMUNITY CENTER used for voting under this Agreement are reasonably safe, accessible and suitable for the purposes of this Agreement. In consideration for the licenses herein granted, the COMMISSION shall indemnify, defend and hold the BOARD OF EDUCATION, its employees, agents and elected officials harmless, from any and all claims of whatsoever kind or character which may arise or be made and which are in any way related to or resulting from the OLD VAUGHN SCHOOL and the ELLISVILLE COMMUNITY CENTER being utilized as a Voting (Polling) Places.

5. This Agreement represents the entire terms and conditions of the Agreement between the COMMISSION and the BOARD OF EDUCATION, either express or implied. This Agreement can be amended only by written amendment executed by the COMMISSION and the BOARD OF EDUCATION.

6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the BOARD OF EDUCATION on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency relationship or any action that would create or imply that the BOARD OF EDUCATION is an agent of the COMMISSION.

7. This Agreement shall be in effect for a period of thirty-six (36) months, or in a shorter time as determined by the COMMISSION, commencing February 20, 2021, and expiring February 19, 2024, and shall immediately become void upon the COMMISSION accomplishing any electoral changes which negate the utilization of the OLD VAUGHN SCHOOL and/or the ELLISVILLE COMMUNITY CENTER as

Voting (Polling) Places as determined by the COMMISSION in its discretion. Notwithstanding the above, the BOARD OF EDUCATION reserves the right to terminate this Agreement only upon written notice provided to the COMMISSION and after the expiration of one hundred and fifty (150) days, said notice provided to the Chairman of the Baldwin County Commission.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have affixed their hands and seals this date, as follows:

ATTEST

BALDWIN COUNTY COMMISSION

WAYNE DYESS
County Administrator

JOE DAVIS, III
As Its: Chairman
Date: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JOE DAVIS, III, as Chairman of the Baldwin County Commission, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____, 2021.

NOTARY PUBLIC

My Commission expires: _____

BALDWIN COUNTY BOARD OF EDUCATION

EDDIE TYLER

As Its: Superintendent

Date: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that EDDIE TYLER, as Superintendent of the Baldwin County Board of Education, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Superintendent of the Baldwin County Board of Education, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Board of Education.

GIVEN under my hand and seal this the _____ day of _____, 2021.

NOTARY PUBLIC

My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the Baldwin County Board of Education (hereinafter referred to as "BOARD OF EDUCATION") ~~is a public institution and owns and operates the~~, an agency of the State of Alabama, owns certain real property known as the OLD VAUGHN SCHOOL (hereinafter referred to as "OLD VAUGHN SCHOOL") located at 55260 County Road 21, Stockton, in Baldwin County, Alabama and the ELLISVILLE COMMUNITY CENTER (hereinafter referred to as "ELLISVILLE COMMUNITY CENTER") located at 14090 County Road 66, Loxley, in Baldwin County, Alabama; ~~and; and~~

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as the "COMMISSION") remains the honorable county governing body of Baldwin County, Alabama; ~~and~~

WHEREAS, in an effort to maintain a Voting (Polling) Place in Voting (Polling) Precinct No. 3, the COMMISSION seeks the utilization of the OLD VAUGHN SCHOOL as the Voting (Polling) Place for Voting (Polling) Precinct No. 3; ~~and~~

WHEREAS, in an effort to maintain a Voting (Polling) Place in Voting Precinct No. 8, the COMMISSION seeks the utilization of the ELLISVILLE COMMUNITY CENTER as the Voting (Polling) Place for Voting Precinct No. 8; ~~and~~

WHEREAS, the COMMISSION is authorized to establish Voting (Polling) Precincts and Voting (Polling) Places, for use in applicable elections, in accordance with §17-6-1, et seq., Code of Alabama 1975; and,

WHEREAS, the COMMISSION has respectfully asked that the OLD VAUGHN SCHOOL be used as the Voting (Polling) Place for Voting (Polling) Precinct No. 3 in Baldwin County, Alabama, and that the ELLISVILLE COMMUNITY CENTER be used as the Voting (Polling) Place for Voting Precinct No. 8 in Baldwin County, Alabama, and recognizes that the provision, by the COMMISSION, of professional cleaning services and grounds-cleaning after each instance of voting and balloting will enable the utilization of the OLD VAUGHN SCHOOL and the ELLISVILLE COMMUNITY CENTER as a Voting (Polling) Places which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 3 and Voting Precinct No. 8 in their exercise of the electoral franchise.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereby, do AGREE as follows:

1. ~~The~~ A license is hereby granted unto the COMMISSION to use the OLD VAUGHN SCHOOL ~~shall be utilized~~ as a Voting (Polling) Place for Voting (Polling) Precinct

No. 3 in Baldwin County, Alabama, and the ELLISVILLE COMMUNITY CENTER ~~shall be utilized~~ as Voting (Polling) ~~Places~~Place for Voting Precinct No. 8, which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 3 and Voting Precinct No. 8 in their exercise of the electoral franchise.

2. The OLD VAUGHN SCHOOL, and the ELLISVILLE COMMUNITY CENTER, as designated Voting (Polling) Places, shall ensure that the premises utilized for Voting (Polling) ~~hashave~~ a nondiscriminatory policy, and said premises shall be made available to the electorate of such Voting (Polling) Precincts, regardless of race, age, gender, religion, language or disability as protected by applicable state and ~~+/~~or federal law, in their exercise of the electoral franchise.

3. The COMMISSION shall provide the BOARD OF EDUCATION, for the OLD VAUGHN SCHOOL and the ELLISVILLE COMMUNITY CENTER only, with the following:

- i) Professional cleaning services after each of the dates in which such Voting (Polling) Places were utilized; and
- ii) Aesthetic and external grounds cleaning after each of the dates in which such Voting (Polling) Places were utilized.

4. The ~~BOARD OF EDUCATION COMMISSION~~ represents and warrants to the ~~COMMISSION BOARD OF EDUCATION~~ that ~~it~~it has examined the properties at issue and that the premises at the OLD VAUGHN SCHOOL and the ELLISVILLE COMMUNITY CENTER used for voting under this Agreement are reasonably safe, accessible and suitable for the purposes of this Agreement, ~~and that, subject to said representation and warranty.~~ In consideration for the licenses herein granted, the COMMISSION shall indemnify, defend and hold the BOARD OF EDUCATION, its employees, agents and elected officials harmless, from any and all claims of whatsoever kind or character which may arise or be made and which are in any way related to or resulting from the OLD VAUGHN SCHOOL and the ELLISVILLE COMMUNITY CENTER being utilized as a Voting (Polling) Places.

5. This Agreement represents the entire terms and conditions of the Agreement between the COMMISSION and the BOARD OF EDUCATION, either express or implied. This Agreement can be amended only by written amendment executed by the COMMISSION and the BOARD OF EDUCATION.

6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the BOARD OF EDUCATION on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency relationship or any action that would create or imply that the BOARD OF EDUCATION is an agent of the COMMISSION.

7. This Agreement shall be in effect for a period of thirty-six (36) months, or in a

shorter time as determined by the COMMISSION, commencing February 20, 2021, and expiring February 19, 2024, and shall immediately become void upon the COMMISSION accomplishing any electoral changes which negate the utilization of the OLD VAUGHN SCHOOL and/or the ELLISVILLE COMMUNITY CENTER as Voting (Polling) Places as determined by the COMMISSION in its discretion. Notwithstanding the above, the BOARD OF EDUCATION reserves the right to terminate this Agreement only upon written notice provided to the COMMISSION and after the expiration of one hundred and fifty (150) days, said notice provided to the Chairman of the Baldwin County Commission.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have affixed their hands and seals this date, as follows:

ATTEST

BALDWIN COUNTY COMMISSION

WAYNE DYESS
County Administrator

JOE DAVIS, III
As Its: Chairman
Date: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JOE DAVIS, III, as Chairman of the Baldwin County Commission, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____, 2021.

NOTARY PUBLIC

My Commission expires: _____

BALDWIN COUNTY BOARD OF EDUCATION

EDDIE TYLER

As Its: Superintendent

Date: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that EDDIE TYLER, as Superintendent of the Baldwin County Board of Education, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Superintendent of the Baldwin County Board of Education, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Board of Education.

GIVEN under my hand and seal this the _____ day of _____, 2021.

NOTARY PUBLIC

My Commission expires: _____



Baldwin County Commission

Agenda Action Form

File #: 21-0475, **Version:** 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Jeannie M. Peerson, Commission Executive Assistant

ITEM TITLE

City of Foley - Annexation Notification

STAFF RECOMMENDATION

Authorize the placement of the City of Foley's Annexation Ordinance No. 20-2020-ORD, annexing property into the corporate limits of the City of Foley, Alabama, into the minutes of the February 17, 2021, Baldwin County Commission regular meeting with proper notifications to the following department/organizations:

Baldwin County Commission Departments

Baldwin County Commission

Building Inspection Department

Communications/Information Systems Department

Environmental Management/Solid Waste Department

Highway Department

Planning and Zoning Department

Elected Officials

Baldwin County Revenue Commission

Baldwin County Sheriff's Office

Other Agencies

Board of Registrars Office

Emergency 911

South Alabama Regional Planning Commission

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Foley has submitted a copy of Annexation Ordinance No. 20-2020-ORD, for the annexation of certain property into the corporate limits of the City of Foley, Alabama, to be

made part of the record of the Baldwin County Commission meeting on February 17, 2021.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

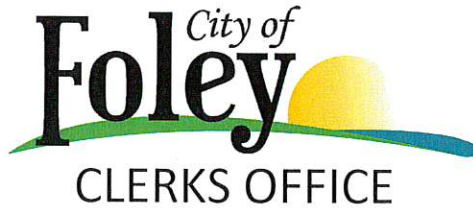
Administration - Mail Correspondence to:

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

Memo to various departments/organizations.

Additional instructions/notes: N/A

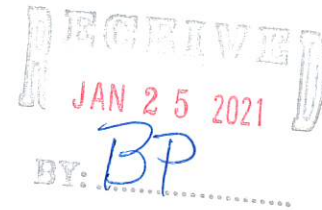
407 E. Laurel Ave.
Foley, AL 36535
251-943-1545
Fax (251) 952-4014
www.cityoffoley.org



Kathryn A. Taylor, MMC
CITY CLERK

Wynter Metz
ADMINISTRATIVE ASSISTANT

January 22, 2021



HBC
WD
RC
JP

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

RE: Miriam Gordon Jones Annexations

Dear Mr. Cink:

You are receiving this letter informing you of any annexations pursuant to the Code of Alabama, 1975, Section 11-42-7. Enclosed is a copy of an annexation for Miriam Gordon Jones.

Miriam Gordon Jones – Tax Map Parcel # 05-61-06-14-0-000-002.000; PPIN# 69307
Future subdivision development. The proposed zoning is PUD (Planned Unit Development).

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

Sincerely,

A handwritten signature in blue ink that reads "Kathryn Taylor".

Kathryn Taylor, MMC
City Clerk



407 E. Laurel Avenue
Foley, AL 36535

City of Foley, AL

Signature Copy

Ordinance: 20-2020-ORD

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 10/27/2020 11:54 AM
TOTAL \$ 40.00
10 Pages

1866697



File Number: 20-0401

Enactment Number: 20-2020-ORD

AN ORDINANCE APPROVING PETITION FOR ANNEXATION AND BRINGING PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF FOLEY OWNED BY MIRIAM GORDON JONES

WHEREAS, on the 24th day of August, 2020, **Miriam Gordon Jones**, being the owner(s) of all the real property hereinafter described an through EDG, LLC, did file with the City Clerk a petition asking that the said tract(s) or parcel(s) of land be annexed to and become a part of the City of Foley, and

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

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

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

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

Section 2. The boundary lines of the City of Foley, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Foley, Alabama, and in addition thereto the following described territory, to-wit: Tax Map Parcel # 05-61-06-14-0-000-002.000 PPIN # 69307.

Section 3. Petitioner requested zoning as PUD (Planned Unit Development), which will go to the Planning Commission at a later date.

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

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

PASSED, APPROVED AND ADOPTED this 5th day of October, 2020.



President's Signature

[Handwritten Signature]

Date

10-6-2020

Attest By City Clerk

Kathryn Taylor

Date

10-6-2020

Mayor's Signature

[Handwritten Signature]

Date

10/9/20



PETITION FOR ANNEXATION

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

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

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

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

Dated this _____ day of _____, 20__.



Miriam Gordon Jones
Petitioner's Signature

Petitioner's Signature

On this 21 day of August, 2020, before me personally appeared Miriam Gordon Jones, to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

Brian G. Bruley
NOTARY PUBLIC
My Commission Expires: 08/10/2022

STATE OF ALABAMA
BALDWIN COUNTY

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

NOTARY PUBLIC
My Commission Expires: _____

Without benefit of title examination
this instrument prepared by and return to:
William V. Linne
P. O. Box 12347
Pensacola, FL 32582-2347
(850) 433-2224

STATE OF ALABAMA
COUNTY OF BALDWIN

WARRANTY DEED

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
1999 June -28 12:41PM
Instrument Number 493381 Pages 1
Recording 2.50 Mortgage
Deed 113.00 Min Tax
Index 1.00
Archive 1.00
Other 1.00
Adrian T. Johns, Judge of Probate

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **WILLIAM BYARD GORDON, SR.**, a married man, hereinafter called the Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) cash, and other good and valuable considerations to said Grantors in hand paid by **WILLIAM BYARD GORDON, SR.** and **SUSANNA M. GORDON**, as Trustees under the Revocable Trust Agreement of **WILLIAM BYARD GORDON, SR.**, dated June 8, 1999, whose address is 4935 LaVentana Court, Pensacola, Florida 32526, hereinafter called the Grantee, the receipt of which is hereby acknowledged by the Grantor, does hereby, subject to the matters and things hereinafter set forth, grant, bargain, sell and convey unto the Grantee, its successors and assigns, forever, an undivided 25% interest in that real property situate, lying and being in the County of Baldwin, State of Alabama, described as follows, to-wit:

Approximately 160 acres located in the Northwest one quarter of Section 14, Township 8 South, Range 4 East. Identified as Tax Parcel #05-61-06-14-0-000-002.000

Also approximately 80 acres located in the East one half of the Northeast one quarter of Section 15, Township 8 South, Range 4 East. Identified as Tax Parcel #05-61-05-15-0-000-001.000

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to liens, encumbrances, oil, gas and mineral reservations of record.

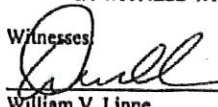
In the event of the resignation, death or inability of either **WILLIAM BYARD GORDON, SR.** and **SUSANNA M. GORDON**, to serve as trustee, then the remaining trustee shall continue to serve as sole trustee. In the event of the resignation, death or inability of both **WILLIAM BYARD GORDON, SR.** and **SUSANNA M. GORDON** to serve as trustee, then **MIRIAM GORDON JONES** shall serve as successor trustee. In the event of the resignation, death or inability of **MIRIAM GORDON JONES** to serve as trustee, then **ANNA KATHERINE RUSSELL** shall serve as successor trustees. For so long as two trustees are serving as co-trustees, either of them may execute documents on behalf of both trustees.

Said Trustee is vested with full rights of ownership over said real property, or the interest therein with full power and authority to deal in and with said real property, and the interest therein or any part thereof. Said Trustee is hereby conferred, with the full power and authority to either protect, conserve, and to sell, or to lease, or to encumber, or otherwise manage and dispose of said real property, described above. Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining. To have and to hold the same unto the Grantee named, his successors and assigns forever.

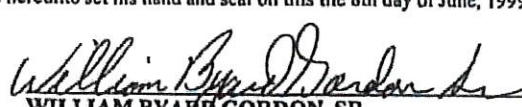
Said Grantor does fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal on this the 8th day of June, 1999.

Witnesses


William V. Linne


Shirley F. Linne


WILLIAM BYARD GORDON, SR.

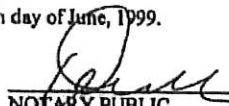
STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **WILLIAM BYARD GORDON, SR.**, whose name is signed to the foregoing instrument, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of June, 1999.



WILLIAM V. LINNE
My Commission CC507790
Expires Dec. 30, 1999


NOTARY PUBLIC
Typed Name: William V. Linne
My Commission No.: CC507790
My Commission Expires: 12/30/99

493381

Legal Description

All that part of the NW 1/4 of Section 14, Township 8 South, Range 4 East, Baldwin County, Alabama.

August 19, 2020

City of Foley, Alabama
407 E. Laurel Avenue
Foley, AL 36535

Attn: Kathryn Taylor, CMC, City Clerk

Re: Annexation Request

Dear Ms. Taylor,

Please accept this letter as our formal request to annex a parcel of land from unincorporated Baldwin County in the City of Foley. The parcel is identified as Parcel Number 05-61-06-14-0-000-002.000 and PIN number 69307. Our intent is to rezone the property to a Planned Unit Development (PUD).

My/our mailing address is __1836 Kimberly Dr. Atmore, AL 36502_____.

My/our telephone number is _251-294-1289_____.

Do not hesitate to contact me should you require further information regarding this request.

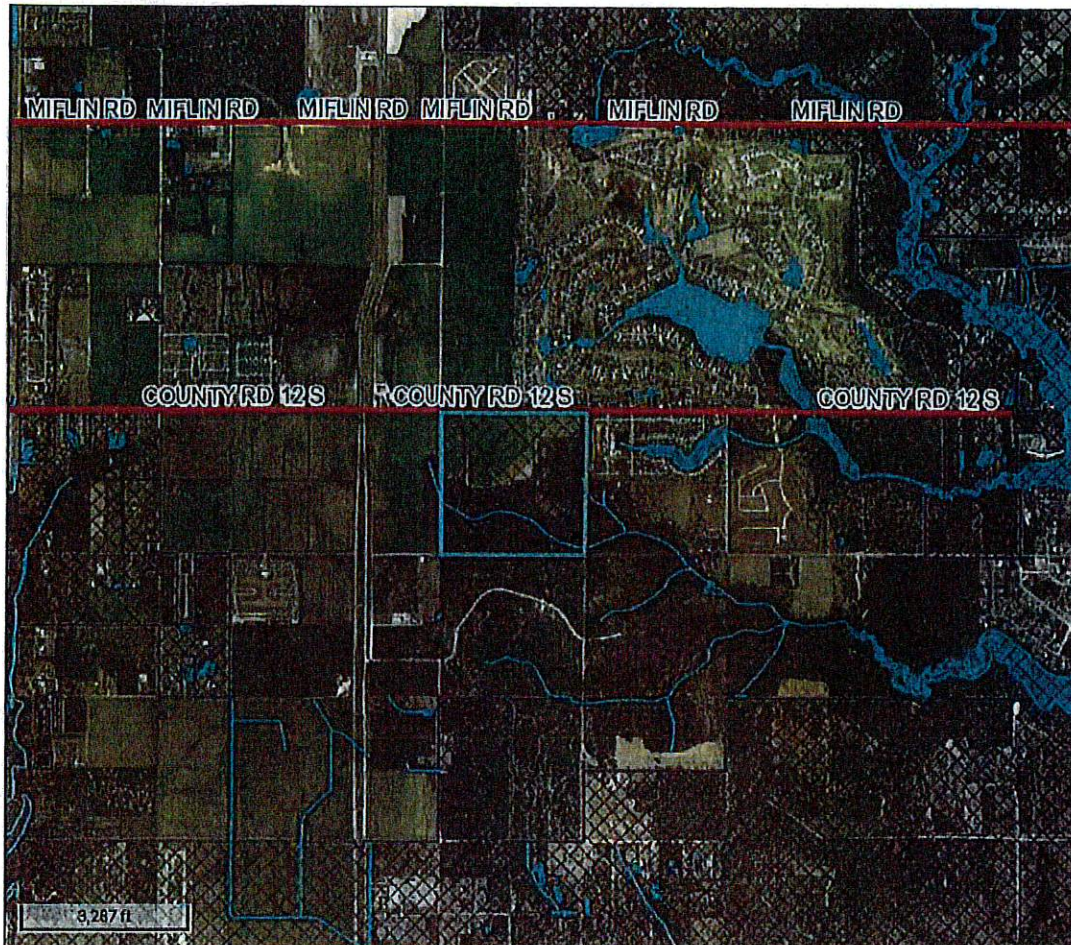
Sincerely,

Miriam Gordon Jones

Annexation

PPIN# 69307

Created by: Katy Taylor



Overview



Legend

- Centerlines
- Foley City Limits
- ▣ County Mask
- Parcels
- Streams and Creel
- Lakes and Bays

PIN - 69307

Par Num - 002.000

Acreage - 163.173

Subdivision -

Lot -

Street Name - CO RD 12 S

Street Number - 22250

Improvement -

Name - GORDON, WILLIAM BYARD SR ETAL GORDON, S

Address1 - 4935 LA VENTANA CT

Address2 -

Address3 -

City - PENSACOLA

State - FL

Zip - 32526

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

Date created: 8/24/2020

Last Data Uploaded: 8/24/2020 6:32:28 AM

Developed by  **Schneider**
GEOSPATIAL

FOLEY BEACH EXPRESS

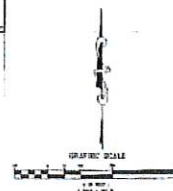
05-41-05-15-R-009-001.000
(EXISTING FOLEY PROPERTY)

COUNTY ROAD 12

FARMWAY DRIVE

05-01-05-14-C-000-002.000
(PROPERTY TO BE ANNEXED)

RESERVE LANE



PROPOSED

DATE: 05/01/01
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

ROBERTS COVE
PLANNED UNIT DEVELOPMENT
FOLEY, ALABAMA
ANNEXATION EXHIBIT

305 SOUTH ALSTON STREET
FOLEY, AL 36535
TEL - (251) 943-8960
FAX - (251) 403-9175



EXB



RESPIRE LANE

PRELIMINARY
NOT FOR CONSTRUCTION



Baldwin County Commission

Agenda Action Form

File #: 21-0484, **Version:** 1

Item #: BA3

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Keri Green, Administrative Support Specialist III

ITEM TITLE

City of Robertsdale - Annexation Notification

STAFF RECOMMENDATION

Authorize the placement of the City of Robertsdale's Annexation Ordinance No. 015-2020 annexing property into the corporate limits of the City of Robertsdale, Alabama into the minutes of the February 17, 2021, Baldwin County Commission regular meeting with proper notifications to the following departments/organizations:

Baldwin County Departments

Baldwin County Commission

Building Inspection Department

Communication/Information Systems Department

Environmental Management/Solid Waste Department

Highway Department

Planning and Zoning Department

Elected Officials

Baldwin County Revenue Commission

Baldwin County Sheriff's Office

Other Agencies

Board of Registrars Office

Emergency 911

South Alabama Regional Planning Commission

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Robertsdale submitted a copy of Annexation Ordinance No. 015-2020 for the annexation of certain property into the corporate limits of the City of Robertsdale, Alabama, to be

made part of the record of the Baldwin County Commission meeting on February 17, 2021.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Administration - Mail Correspondence to:

The Honorable Charles H. Murphy, Mayor
City of Robertsdale
Attention: Shannon J. Burkett, City Clerk
P.O Box 429
Robertsdale, Alabama 36567

Memo to various departments/organizations

Additional instructions/notes: N/A

MAYOR
Charles H. Murphy
COUNCIL MEMBERS:
Joe M. Kitchens
Paul Hollingsworth
Russell Johnson
Sue Cooper
Ruthie Campbell
CHIEF FINANCIAL OFFICER
Ann Simpson
CITY CLERK
Shannon J. Burkett

CITY OF ROBERTSDALE

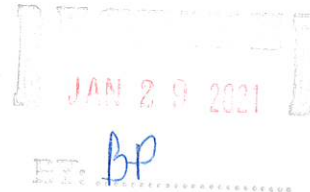


*The Hub
of Baldwin County*

City Hall	947-8900
City Clerk	947-8920
Court Clerk	947-8910
Public Works	947-8950
Police Dept.	947-2222
Fax	947-2619
TDD #	947-2122

P.O. Box 429
Robertsdale, AL 36567

January 26, 2021



4Bcc
WD
RC
RG

To Whom It May Concern:

I have been instructed to provide you with a copy of any annexation ordinances adopted by the City Council of the City of Robertsdale.

Ordinance Number 015-2020 was adopted November 2, 2020.

Should you have any questions, please contact me at shannonburkett@robertsdale.org or (251)947-8920.

Respectfully,

Shannon J. Burkett, CMC/CMRO
City Clerk

ORDINANCE NO. 015-2020

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA,
AS FOLLOWS:

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from James E. Ponder, for the property located at the southeast corner of Rawls Road and Devine Road, as a R-1 zone, and

WHEREAS, the Planning Commission of the City of Robertsdale has reviewed the proposed annexation of said petition and has recommended the Council proceed with the annexation, and

WHEREAS, the property being considered for annexations is contiguous with the current city limits, and

WHEREAS, the following is a legal description of the property:

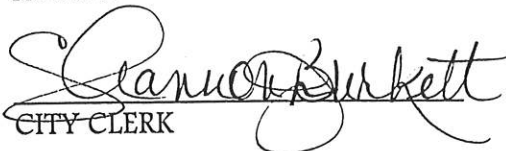
The Northwest Quarter of the Northwest Quarter, Section 25, Township 5 South, Range 3 East, Baldwin County, Alabama. Containing 38 acres more or less

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 2nd day of November, 2020.

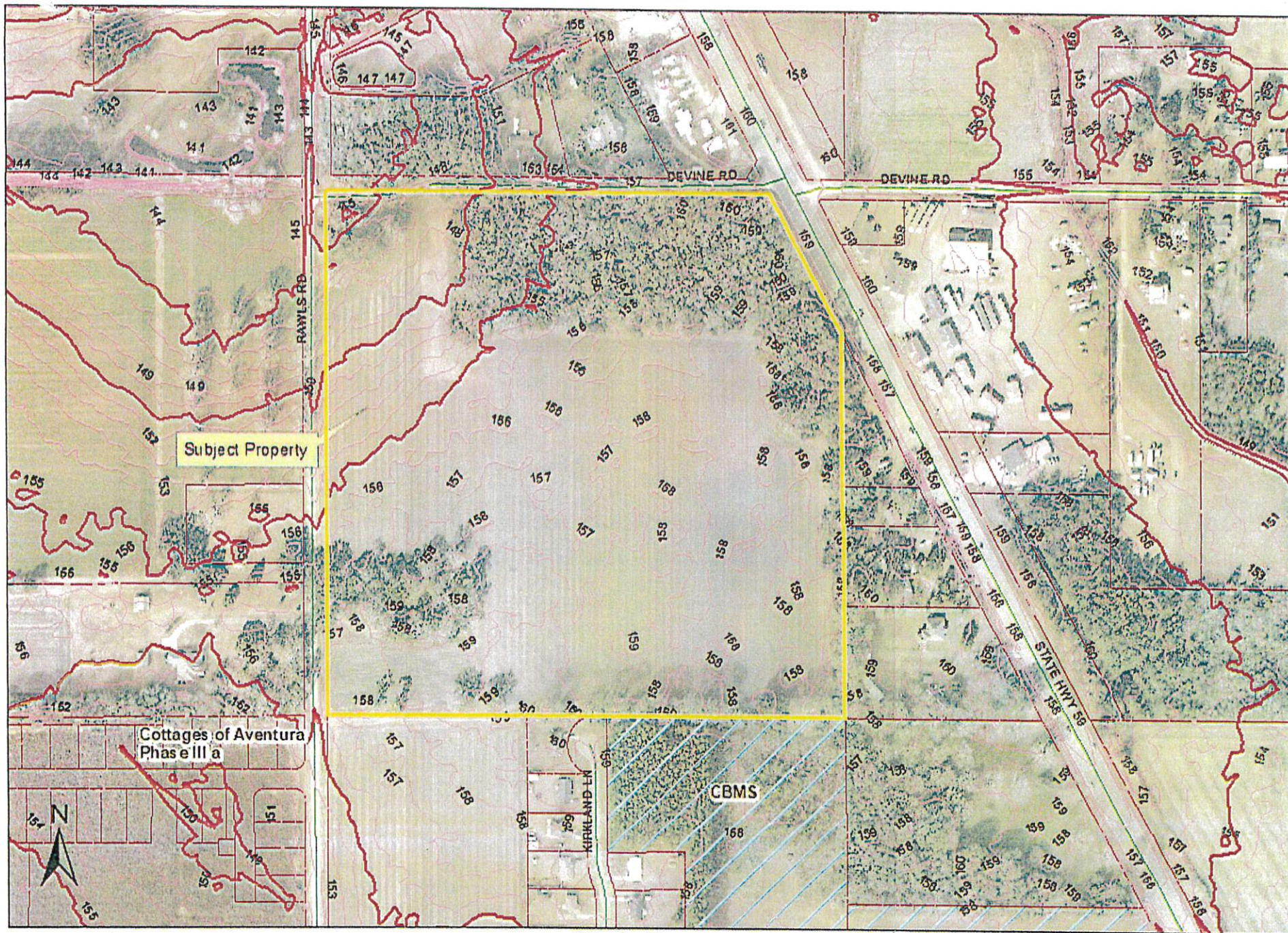

MAYOR

ATTEST:


CITY CLERK

CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 015-2020 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 2nd day of November, 2020, as same appears in the official records of said City.



1 inch = 300 feet

Ponder Property
Sketch Review



Baldwin County Commission

Agenda Action Form

File #: 21-0374, **Version:** 1

Item #: BC1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Aaron Media Services - Professional Services Agreement for Baldwin County Commission Documentaries

STAFF RECOMMENDATION

Approve an Agreement for Professional Services Contract between the Baldwin County Commission and Aaron Media Services for the recording and production of documentaries. The terms of the agreement are April 13, 2021 to April 14, 2022, with an option to renew upon agreement of both parties for up to two additional twelve (12) month periods, not to exceed thirty-six (36) months.

BACKGROUND INFORMATION

Previous Commission action/date:

Background:

April 3, 2018: Approved an Agreement for Professional Services Contract between the Baldwin County Commission (BCC) and Aaron Media Services for the recording and production of documentaries from April 3, 2018, to April 4, 2019, twelve (12) months, with an option to renew upon agreement of both parties for a twelve (12) month period, not to exceed thirty-six (36) months.

March 6, 2019: Approved an extension to the Agreement for Professional Services Contract between the BCC and Aaron Media Services for the recording and production of documentaries from April 5, 2019, to April 6, 2020.

February 18, 2020: Approved an extension to the Agreement for Professional Services Contract between the BCC and Aaron Media Services for the recording and production of documentaries from April 6, 2020, to April 7, 2021.

Staff is proposing that the Commission approve a new Agreement with Aaron Media Services for production of documentaries for the Baldwin County Archives and History Department. Five (5) documentaries were approved in the Fiscal Year 2021 Budget (Resolution #2020-127) on September 22, 2020. The rates of the audio video services will be \$3,000.00 per documentary.

The current commercial General Liability insurance coverage does not expire until March 23, 2021. Upon approval, renewal coverage will be submitted to staff no later than April 13, 2021.

The Archives and History Department is pleased to be able to use these services to assist in preserving important events, information and stories of Baldwin County and its citizens for the Baldwin County Commission.

FINANCIAL IMPACT

Total cost of recommendation: \$3000.00 per documentary, not to exceed \$15,000.00 - Budgeted in FY2021

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

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney (Approved on January 18, 2021)

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 (with 2 original Agreements) to:

Aaron Media Services,
Donald R. Visel
111 Lawson Road,
Daphne, Alabama 36526

Additional instructions/notes: Felisha Anderson, Archives Director, to provide Administration with updated insurance documents by April 13, 2021.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Services (“Agreement”) is made and entered into by and between the Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama (hereinafter referred to as “COMMISSION”), and Aaron Media Services, a Sole proprietor (hereinafter referred to as the “PROVIDER”).

WITNESSETH:

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

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

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

1. Term. This Agreement shall be effective on April 13, 2021 and terminate upon the expiration of twelve (12) months, on April 14, 2022, with an option to renew upon agreement of both parties for up to two additional twelve (12) month periods.
2. Provider’s Services. The COMMISSION retains, and the PROVIDER agrees to perform for the COMMISSION, those professional services as set forth. PROVIDER shall immediately commence performance of the professional services outlined herein upon full execution of this Agreement. All work shall be commenced and completed in a timely manner as, herein as set out.
3. Services to be Rendered. PROVIDER is retained by the COMMISSION as a professionally qualified producer of documentaries, upon request by the Commission. The general scope of work for the services will include the following:
 - a. Recording and production of documentaries, as more fully described on “**Exhibit A**” attached incorporated herein.
 - b. Insurance Documents “**Exhibit B**”

- c. Recording and production of documentary program material in Baldwin County, Alabama, will include: municipalities, unincorporated communities, landmarks, annual area activities, festivals, reenactments, historical educational institutions, other historical activities and county department informational videos.
- 4. Compensation. Compensation to PROVIDER for work shall be paid pursuant to the terms, prices and amounts set out in Paragraph 1 of this Agreement. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.
 - a. PROVIDER shall submit invoices to the COMMISSION for work performed. Such invoices shall be accompanied by a detailed account of compensation to be paid to the PROVIDER.
 - b. Payment shall be made by the COMMISSION within (30) days of the approval of the invoice submitted by the Provider. The COMMISSION agrees to review and approve invoices submitted for payment in a timely manner.
 - c. Any and all additional work, expenditures or expenses of PROVIDER, not listed in full within this Agreement, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COMMISSION.
- 5. Termination. The COMMISSION or PROVIDER may terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice. In the event of termination, the COMMISSION shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COMMISSION to be a reimbursable expense incurred pursuant to the Agreement and prior to the date of termination.

PROVIDER Representation and/Warranties. PROVIDER represents And warrants to the COMMISSION that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein. 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 PROVIDER agrees to renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through the term of this Agreement.

6. PROVIDER. Shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
7. Ownership of Documents/Work. The COMMISSION shall be the owner of all copyright or other intellectual property rights in videos, compact discs, DVDs, reports, documents and deliverables produced and paid for under this Agreement, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COMMISSION without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COMMISSION'S prior written consent, which may be withheld or granted in the sole discretion of the COMMISSION.
8. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Agreement. PROVIDER is not an employee, servant, partner, or agent of the COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate, in providing he services hereunder, and that the COMMISSION'S interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to the Agreement.
9. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COMMISSION to create an agency relationship pursuant to this Agreement. Therefore, the PROVIDER does not in any manner act on behalf of COMMISSION, and the creation of such a relationship is prohibited and void.
10. No Prohibited Exclusive Franchise. The COMMISSION neither perceives nor intends by this Agreement a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
11. Insurance. Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to the County Commission, throughout the term of hereof, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; *All liability insurance shall name the County Commission as an*

additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against the County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Commission may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing said coverage is attached hereto as “**Exhibit B**” as if fully set forth.

12. Indemnification. To the fullest extent allowed by law, PROVIDER shall indemnify, defend and hold COMMISSION and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively herein, “COMMISSION”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments and costs, and expenses including, without limitation, attorneys’ fees, for any and all personal injury (including death), property damage or any other damage or injury of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COMMISSION, arising from or related to this Agreement or the services to be provided hereunder.

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

PROVIDER: Aaron Media Services
Donald R. Visel
111 Lawson Road
Daphne, Alabama 36526

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

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

15. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
16. Failure to Strictly Enforce Performance. The failure of the COMMISSION to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute and shall never be asserted by PROVIDER as constitution, a default or be construed as a waiver or relinquishment of the right of the COMMISSION to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
17. Assignments. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COMMISSION, which may be withheld or granted in the sole discretion of the COMMISSION.
18. Number of Originals. This Agreement shall be executed with two (2) originals, both of which are equally valid as an original.
19. Governing Law. This Agreement and all aspects thereof, including without limitation any and all claims or actions arising therefrom or based thereon, shall be governed by the law of the State of Alabama, without regard to Alabama conflict of law principles, and any action between the parties hereto shall be brought solely into the Circuit Court of Baldwin County, Alabama.
20. Severability. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
21. Attorney's Fees. Notwithstanding anything contained herein to the contrary, should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to recover damages for the breach of the terms and conditions hereof, or to respond to any matter raised by the other party, the COMMISSION shall be entitled to recover from the PROVIDER all reasonable costs, damages, and expenses, including reasonable attorney's fees, expended or incurred in connection therewith.

22. Rule of Construction. The parties acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the Interpretation of this Agreement or any amendments or exhibits hereto.

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

“COMMISSION”:

BALDWIN COUNTY COMMISSION

ATTEST:

Joe Davis, III /Date
Chairman

Wayne Dyess /Date
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County and State, hereby certify that Joe Davis, III., 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 instrument, 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 seal on this the _____ day of _____, 2021.

Notary Public
Commission Expires:

“PROVIDER”:

Aaron Media Services, Sole proprietor

Donald R. Visel /Date
Its _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County and State,
hereby certify that Donald R. Visel as _____ of Aaron Media Services,
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, as such officer and with
full authority, executed the same voluntarily for and as the act of said entity.

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
Commission Expires:

Aaron Media Services
Donald R. Visel
111 Lawson Road
Daphne, Alabama 36526
Phone: (251) 272-0089

Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

The service of Aaron Media Services for the shooting of program material in Baldwin County, Alabama will include: municipalities, unincorporated communities, landmarks, annual area activities, festivals, reenactments, historical educational institutions, other historical activities and county department information videos.

The Baldwin County Commission will be billed, by invoice for the following services as follows:

On-location Shooting
Interviews
Music tracks
Video Tape
Editing
Master Dub

The Baldwin County Commission will be billed for each thirty-minute (30) production or show at a price of \$3,000.00 each.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	CONTACT NAME: Community Insurance Solutions PHONE (A/C, No, Ext): 855-377-1529 FAX (A/C, No): E-MAIL: cis@bxsi.com ADDRESS:														
INSURED Aaron Media Services Donald (Robin) Visel 111 Lawson Rd. Daphne AL 36526	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Covington Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Covington Specialty Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 1916043051

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div>				3/23/2020	3/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

Baldwin County Commission
 312 Courthouse Square
 Suite 12
 Bay Minette AL 36507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Baldwin County Commission

Agenda Action Form

File #: 21-0427, **Version:** 1

Item #: BC2

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Baldwin County Historic Development Commission - Board Appointment(s)

STAFF RECOMMENDATION

Related to the Baldwin County Historic Development Commission (BCHDC), take the following action:

1) Appoint Mr. Curry Weber to the board to fill the place seat and unexpired term of Mr. Bert Blackmon, for a pro-rata reduced four (4) year term, said term to commence on February 17, 2021, and expire on July 3, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: July 17, 2018 - Last Baldwin County Commission Appointment to Board.

Staff received correspondence from Mr. Mike Bunn, Director of Historic Blakeley State Park, dated January 19, 2021, informed the Archives Department of a vacancy on the BCHDC Board due to Mr. Bert Blackmon's passing. Mr. Bunn is respectfully requesting the appointment of Mr. Curry Weber to replace the place seat and unexpired term of Mr. Bert Blackmon as a member of the Board of Directors of the Baldwin County Historic Development Commission.

Background: The Baldwin County Historic Development Commission was created by Baldwin County Local Legislative Act, specifically Act No. 80-497 (1980), as amended by Act 89-960 (1989), as a board to have no less than eleven (11) members, appointed by the County Commission, to preserve and protect buildings of historic and architectural value within a Historic District(s), further, to foster and encourage preservation, restoration and utilization of buildings of historic and architectural value within a Historic District and develop and promote Historic District(s) as tourist attractions.

The Baldwin County Commission, at its regularly scheduled meeting on October 1, 2002, adopted and approved an amended Constitution and by-laws of the Baldwin County Historic Development

Commission to provide such Board be composed of twelve (12) members.

Today, all members of the twelve (12) member Baldwin County Historic Development Commission serve four (4) years, overlapping terms each through selection/appointment by the Baldwin County Commission, such terms beginning on the 3rd day of July in the year appointed/re-appointed as specified in the Baldwin County Historic Development Commission's Constitution and by-laws.

Staff finds that pursuant to Section 11 of Act No.80-497, as amended by Act No. 89-960, coupled with an analysis of the Baldwin County Historic Development Commission's Constitution and by-laws, that the only requirement for appointments to such Board be that each person appointed must be a resident of Baldwin County, Alabama.

With the only qualification for members of the Baldwin County Historic Development Board being that all members are residents of Baldwin County, Alabama, staff asserts that the nominee is qualified to be appointed to the Baldwin County Historic Development Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration to mail out a letter to Mr. Weber with a copy

sent to Archives and History to the attention of Felisha Anderson and a copy mailed to Mike Bunn, Historic Development Commission, President.

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

Mr. Curry Weber
32838 W Bay Drive
Lillian, AL 36549

Mr. Mike Bunn
Post Office Box 7279
Spanish Fort, AL 36577

Additional instructions/notes: N/A

Felisha Anderson

From: Mike Bunn <director@blakeleypark.com>
Sent: Tuesday, January 19, 2021 9:37 AM
To: Felisha Anderson
Subject: RE: Curry Weber

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

Felisha,

The BCHDC would like to nominate Curry Weber of Lillian to fill the vacancy on our board creating by the unfortunate passing of Bert Blackmon. Curry has been active in promoting the history of the Lillian area and has been a volunteer researcher on projects associated with the University of South Alabama's Center for Archaeological Studies.

Curry Weber
32838 W Bay Dr
Lillian, AL 36549
Home Ph. 251-240-0676
Cell Ph. 901-282-9968
curryweber@gmail.com

Mike

From: Felisha Anderson <fanderson@baldwincountyal.gov>
Sent: Tuesday, January 19, 2021 6:04 AM
To: Mike Bunn <director@blakeleypark.com>
Subject: RE: Curry Weber

Good Morning,

I concur! If you will send his name, address and telephone number with your recommendation, I will prepare the agenda item. Thank you, Mike!

Felisha Anderson

Director/County Archivist
Special Historic Projects Coordinator
Baldwin County Commission
Mailing Address: 312 Courthouse Square, Suite 26 - Bay Minette, Alabama 36507
Physical Address: 305 East 2nd Street, Bay Minette, Alabama 36507
Office: (251) 580-2572 Mobile: (251) 272-0565 Fax: (251) 580-2528
Archives Ext. 2572
Email: fanderson@baldwincountyal.gov
Department Email: archivalrecords@baldwincountyal.gov
Website: <http://baldwincountyal.gov/departments/archives-history>





BALDWIN
— COUNTY, ALABAMA —
EST 1809

The Copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted materials. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship, or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement.

From: Mike Bunn <director@blakeleypark.com>

Sent: Monday, January 18, 2021 1:31 PM

To: Felisha Anderson <fanderson@baldwincountyal.gov>

Subject: Curry Weber

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

Dr. Waselkov says he thinks Curry would be an energetic and able member of the BCHDC. Unless you have objections, we could put his name up for consideration.

Mike

Mike Bunn
Director
Historic Blakeley State Park
251-626-0798

BALDWIN COUNTY HISTORIC DEVELOPMENT COMMISSION

General Board Information:

Appointed by Baldwin County Commission

Twelve (12) members

Term of each member is Four (4) years

Each member must be resident of Baldwin County, Alabama

Statutory Authority - Act No. 80-497, as amended by Act No. 89-960 and operating under By-laws adopted by the Baldwin County Commission during November 6, 1984, as amended during October 1, 2002, regular meeting

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Price Legg 12170 County Road 99 Lillian, AL 36549	Reappointed 07/17/2018 term continuing from 07/03/2018	4 years	07/04/2022
William Underwood 16870 County Road 32 Summerdale, AL 36580	Appointed 07/17/2018 to fill the place seat formerly held by Harriet Outlaw 07/17/2018 Thanked Harriet Outlaw for her civic service	4 years	07/18/2022
Ione Jurkiewicz P. O. Box 704 Magnolia Springs, AL 36555	Appointed 07/07/2020 for pro-rata reduced term to the place seat formerly held by Gloria Bitto 07/07/2020 Thanked Gloria Bitto for her prior civic service	4 years	07/03/2024
Margaret Long 26214 Garrett Lane Orange Beach, AL 36561 cottonbayougirl88@gmail.com	Reappointed 07/17/2018 term continuing from 07/03/2018	4 years	07/04/2022
Bert Blackmon 410 West 3 rd Street Bay Minette, AL 36507	Reappointed 07/17/2018 term continuing from 07/03/2018	4 years	07/04/2022
Jeanette Bornholt 26697 Frank Road Elberta, AL 36530	Reappointed 07/07/2020 term continuing from 07/03/2020	4 years	07/03/2024
Sandra Stewart 23885 Wolf Bay Drive Foley, AL 36535	Reappointed 07/07/2020 term continuing from 07/03/2020	4 years	07/03/2024
Grey Redditt, Jr. (Montrose) P.O. Box 533 Montrose, AL 36559 986-5285 gredditt@vickersriis.com	Reappointed 06/22/2017 term commencing 07/03/2017	4 years	07/03/2021

BALDWIN COUNTY HISTORIC DEVELOPMENT COMMISSION - Cont.

Mike Bunn Post Office Box 7279 Spanish Fort, AL 36530	Appointed 02/06/2018 for a pro-rata reduced term to the place seat formerly held by Robert Glennon, term commencing 01/30/2018 02/06/2018 Accepted the resignation of Robert Glennon dated 10/12/2017 and thanked him for his civic service	4 years	07/03/2021
Todd Thomas Post Office Box 507 Montrose, AL 36559 todd@thomas-harrison.net	Reappointed 06/22/2017 term commencing 07/03/2017	4 years	07/03/2021
David Brandon Peed 510 East 5 th Street Bay Minette, AL 36507	Appointed 07/07/2020 for a pro-rata reduced term to the place seat formerly held by Johnny Biggs 07/07/2020 Thanked Johnny Biggs for his service on the board	4 years	07/03/2024
Claudia Campbell 64960 Slaughter Lane Stockton, AL 36579	Reappointed 07/17/2018 term continuing from 07/03/2018	4 years	07/04/2022

REVISED: 07/07/2020 akc



Baldwin County Commission

Agenda Action Form

File #: 21-0480, **Version:** 1

Item #: BD1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Matthew Brown, Director of Transportation; Becky Peterson, Customer Service Representative

ITEM TITLE

Fiscal Year 2021 Certifications and Assurances for Federal Transit Administration Assistance Programs

STAFF RECOMMENDATION

Approve and authorize the Chairman and County Attorney to execute the Fiscal Year 2021 Federal Transit Administration (FTA) Certifications and Assurances agreeing that Baldwin County will comply with all federal statutes, regulations, executive orders, and federal requirements as pertains to the 5311 and 5307 Grant Applications for Baldwin Regional Area Transit System (BRATS).

BACKGROUND INFORMATION

Previous Commission action/date: 4/21/2020

Background: Annually, the Federal Transit Administration requires all grant recipients to sign the Certifications and Assurances Agreement stating they will comply with all federal statutes, regulations, executive orders and federal requirements to receive federal funding. This annual submission requires the signatures of the agency's authorized representative (Commission Chair) and representing attorney.

The deadline for this document is February 26th, 2021.

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. Documents were submitted to County Attorney on January 29th, 2021.

Reviewed/approved by: Brad Hicks, County Attorney (Approved on February 4, 2021)

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: The Alabama Department of Transportation has set a deadline for the submission of said document as February 26, 2021.

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

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

Administration staff to prepare cover letter on County letterhead and obtain signatures where required. Administration staff will then email a fully executed scan to the Baldwin Regional Area Transit System's Director, Matthew Brown, Scheduling Supervisor, Kathy Weeks, and Scheduler, Becky Peterson; Baldwin Regional Area Transit Staff will email a copy to Chandra Middleton, Southern Regional Manager at CKM20009@uah.edu.

Administration staff will retain the original.

Additional instructions/notes: N/A



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard Montgomery, Alabama 36110

Local Transportation Bureau



Kay Ivey
Governor

John R. Cooper
Transportation Director

January 25, 2021

MEMORANDUM

TO: Subrecipients of FTA Section 5307, 5310, 5311 & 5317 Funds
FROM: Bradley B. Lindsey, P.E. *Rosey Rogers For BBL*
State Local Transportation Engineer
SUBJECT: Fiscal Year 2021 Certifications and Assurances for Federal Transit
Administration (FTA) Assistance

The attached Certifications and Assurances are applicable to the Federal Transit Administration (FTA) funded programs administered by the State of Alabama. All subrecipients of FTA assistance are required to execute and submit these Certifications and Assurances in order to receive federal funding.

This is an annual submission that requires the signatures of your agency's authorized representative and attorney where indicated. Additional information regarding this request is available on the FTA website @ <https://www.transit.dot.gov/grantee-resources/certifications-and-assurances/fy2021-annual-list-certifications-and-assurances>

The FTA recommends that recipients submit all 21 Groups of Certifications and Assurances and those provisions that do not apply to the recipients will not be enforced. All 21 Groups have been selected on the attached Certifications and Assurances for your agency.

Please facilitate the execution of the Fiscal Year 2021 Certifications and Assurances and return to your regional manager on or before February 26, 2021.

If you have any questions, please contact your respective regional manager at:

Ms. Lauren Heikkinen, North Region Transit Manager (256) 658-9691 jenninl@uah.edu
Ms. Addie Balch, Central Region Transit Manager (870) 692-2388 Addie.balch@uah.edu
Ms. Chandra Middleton, South Region Transit Manager (251) 923-6687 CKM0009@uah.edu

BBL:kor
Attachment

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Construction Hiring Preferences
- 20 Cybersecurity Certification for Rail Rolling Stock and Operations
- 21 Tribal Transit Programs

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: Baldwin County Commission

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Joe Davis III, Chairman _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Baldwin County Commission

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Brad Hicks, County Attorney _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.



Baldwin County Commission

Agenda Action Form

File #: 21-0488, **Version:** 1

Item #: BD2

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Matthew Brown, Director of Transportation

Submitted by: Becky Peterson, Customer Service Representative

ITEM TITLE

Funding for County Employee Use of Baldwin Regional Area Transit System (BRATS) General Public Transportation for County Business

STAFF RECOMMENDATION

Authorize Baldwin Regional Area Transit System (BRATS) to dedicate up to \$5,000.00 in contract services for use of BRATS general public transportation by county employees for county business.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The BRATS department requests the Commission's consideration for a pilot project to allow county employees to utilize BRATS general public transportation for county business. This would allow the employees to continue to work while in route to location. County employees would be required to email bratsbooking@ridebrats.com to obtain a coupon code added to their account. This coupon code would allow free trips during normal business hours on BRATS general public transportation booked through the mobile application. The BRATS department would run a monthly report on usage and transfer the appropriate fare amounts from its contract services line item to the BRATS farebox revenue line item. The BRATS department proposes to dedicate up to \$5,000.00 of its contract services budget for the pilot project.

FINANCIAL IMPACT

Total cost of recommendation: not to exceed \$5,000.00

Budget line item(s) to be used: 14351930.51500

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Agenda Action Form

File #: 21-0446, **Version:** 1

Item #: BE1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG21-12 - Provision of Roadway Pipe for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Award the bid for the Provision of Roadway Pipe to the lowest responsible bidders, **Fortline Water Works, and Foley Products Co.**, as per the attached Award Listings for each category and reject the bid received from **Gulf Atlantic Culvert Co.**, who did not meet the required specifications for the section on Corrugated Round & Arch Bituminous Coated (Metal) Pipe; and
- 2) Authorize the Purchasing Director to re-bid the section on the Pipe-Corrugated Round & Arch Bituminous Coated (Metal) and 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:

12/15/20 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the provision of roadway pipe; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on January 14, 2021, at 1:30 P.M. Four (4) bids were received. Award recommendations were to the lowest responsible bidders on each category. Only one (1) bid was received on the section for Corrugated Round & Arch Bituminous Coated (Metal) pipe, which was from Gulf Atlantic Culvert, Co. Gulf Atlantic Culvert Co (Metal) is an out-of-state vendor not registered with the Alabama Secretary of State as a foreign corporation to do business in Alabama. Recommend the Commission award the bid as per the attached Award Listings for each category of headings for the Provision of Roadway Pipe and reject

the bid received from Gulf Atlantic Culvert and authorize the Purchasing Director to re-bid the section for Corrugated Round & Arch Bituminous Coated (Metal) pipe. Bid Tabulations and Award Listings attached.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 2/17/2021

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG21-12 Award Listing
Pipe, Concrete - Circular & Arch
Effective February 17, 2021 through February 17, 2022

Description	Foley Products Co. Delivered/Picked Up Amount
15" RCP C-3	\$10.29
15" BEVELED END SECTION	No Bid
18" RCP C-3	\$12.49
18" BEVELED END SECTION	No Bid
21" RCP C-3	No Bid
24" RCP C-3	\$18.56
24" BEVELED END SECTION	No Bid
27" RCP C-3	No Bid
30" RCP C-3	\$26.66
30" BEVELED END SECTION	No Bid
36" RCP C-3	\$34.93
36" BEVELED END SECTION	No Bid
42" RCP C-3	\$44.89
48" RCP C-3	\$60.90
54" RCP C-3	\$112.09
60" RCP C-3	\$162.80
66" RCP C-3	No Bid
72" RCP C-3	\$154.22
84" RCP C-3	\$334.50
96" RCP C-3	\$512.32
18"x11" RCP C-3 ARCH	\$18.00
18"X11" BES	No Bid
22"X13" RCP C-3 ARCH	\$21.60
22"X13 BES	No Bid
29"X18" RCP C-3 ARCH	\$30.60
29"x18" BES	No Bid
36"x23" RCP C-3 ARCH	\$43.43
36"X23" BES	No Bid
44"x27" RCP C-3 ARCH	\$57.60
44"X27" BES	No Bid
51"x31" RCP C-3 ARCH	\$79.33
58" X 36" RCP C-3 ARCH	\$103.25
65" X40" RCP C-3 ARCH	\$129.15
73"X45" RCP C-3 ARCH	\$162.80
88"X54" RCP C-3 ARCH	\$293.72

Note: Only one bidder can be awarded in this category as per Bid Specifications.

Competitive Bid # WG21-12 Award Listing
Provision of High Performance Polypropylene Pipe (PP)
Effective February 17, 2021 through February 17, 2022

Diameter	Fortiline Water Works Delivered/Picked Up Amount
12"	\$6.95
15"	\$7.85
18"	\$10.58
24"	\$18.45
30"	\$29.22
36"	\$32.10
42"	\$40.24
48"	\$54.00
60"	\$91.00

EXCEPTIONS:
NONE

Competitive Bid # WG21-12 Award Listing
Provision of High Density Polyethylene Corrugated Pipe
Effective February 17, 2021 through February 17, 2022

Diameter	Fortiline Water Works Delivered/Picked Up Amount
4"	\$1.06
6"	\$2.29
8"	\$3.15
10"	\$4.15
12"	\$5.10
15"	\$6.50
18"	\$8.00
24"	\$13.60
30"	\$19.60
36"	\$24.80
42"	\$34.05
48"	\$42.65

EXCEPTIONS:

NONE

COMPETITIVE BID #WG21-12 Bid Tabulation
Pipe, Concrete - Circular & Arch

Description	Foley Products Co. Delivered/Picked Up Amount	Alabama Pipe & Supply Delivered/Picked Up Amount	Fortiline Water Works Delivered/Picked Up Amount	Gulf Atlantic Culvert Delivered/Picked Up Amount
15" RCP C-3	\$10.29	\$13.40	No Bid	No Bid
15" BEVELED END SECTION	No Bid	*\$370.00	No Bid	No Bid
18" RCP C-3	\$12.49	\$15.57	No Bid	No Bid
18" BEVELED END SECTION	No Bid	*\$387.00	No Bid	No Bid
21" RCP C-3	No Bid	No Bid	No Bid	No Bid
24" RCP C-3	\$18.56	\$21.54	No Bid	No Bid
24" BEVELED END SECTION	No Bid	*\$497.00	No Bid	No Bid
27" RCP C-3	No Bid	No Bid	No Bid	No Bid
30" RCP C-3	\$26.66	\$31.30	No Bid	No Bid
30" BEVELED END SECTION	No Bid	No Bid	No Bid	No Bid
36" RCP C-3	\$34.93	\$43.40	No Bid	No Bid
36" BEVELED END SECTION	No Bid	No Bid	No Bid	No Bid
42" RCP C-3	\$44.89	\$60.97	No Bid	No Bid
48" RCP C-3	\$60.90	\$81.61	No Bid	No Bid
54" RCP C-3	\$112.09	\$101.00	No Bid	No Bid
60" RCP C-3	\$162.80	\$122.53	No Bid	No Bid
66" RCP C-3	No Bid	No Bid	No Bid	No Bid
72" RCP C-3	\$154.22	\$180.25	No Bid	No Bid
84" RCP C-3	\$334.50	No Bid	No Bid	No Bid
96" RCP C-3	\$512.32	\$330.13	No Bid	No Bid
18"x11" RCP C-3 ARCH	\$18.00	\$22.28	No Bid	No Bid
18"x11" BES	No Bid	*\$456.00	No Bid	No Bid
22"x13" RCP C-3 ARCH	\$21.60	\$24.31	No Bid	No Bid
22"x13" BES	No Bid	*\$501.00	No Bid	No Bid
29"x18" RCP C-3 ARCH	\$30.60	\$34.68	No Bid	No Bid
29"x18" BES	No Bid	*\$522.00	No Bid	No Bid
36"x23" RCP C-3 ARCH	\$43.43	\$46.26	No Bid	No Bid
36"x23" BES	No Bid	No Bid	No Bid	No Bid
44"x27" RCP C-3 ARCH	\$57.60	\$62.76	No Bid	No Bid
44"x27" BES	No Bid	No Bid	No Bid	No Bid
51"x31" RCP C-3 ARCH	\$79.33	\$78.55	No Bid	No Bid
58" X 36" RCP C-3 ARCH	\$103.25	\$102.17	No Bid	No Bid
65" X40" RCP C-3 ARCH	\$129.15	\$119.54	No Bid	No Bid
73"X45" RCP C-3 ARCH	\$162.80	\$149.61	No Bid	No Bid
88"X54" RCP C-3 ARCH	\$293.72	No Bid	No Bid	No Bid

EXCEPTIONS:

Alabama Pipe & Supply bid some items as a "pair." Said bid amounts are indicated with an asterisk.

Gulf Atlantic Culvert Company, Inc. is not registered with the Alabama Secretary of State to do business in Alabama.

Competitive Bid # WG21-12 Bid Tabulation
Provision of High Density Polyethylene Corrugated Pipe

Diameter	Foley Products Co. Delivered/Picked Up Amount	Alabama Pipe & Supply Delivered/Picked Up Amount	Fortiline Water Works Delivered/Picked Up Amount	Gulf Atlantic Culvert Delivered/Picked Up Amount
4"	No Bid	\$1.06	\$1.06	No Bid
6"	No Bid	\$2.30	\$2.29	No Bid
8"	No Bid	\$3.44	\$3.15	No Bid
10"	No Bid	\$4.50	\$4.15	No Bid
12"	No Bid	\$5.51	\$5.10	No Bid
15"	No Bid	\$7.07	\$6.50	No Bid
18"	No Bid	\$8.51	\$8.00	No Bid
24"	No Bid	\$14.80	\$13.60	No Bid
30"	No Bid	\$21.30	\$19.60	No Bid
36"	No Bid	\$28.20	\$24.80	No Bid
42"	No Bid	\$37.23	\$34.05	No Bid
48"	No Bid	\$45.28	\$42.65	No Bid

EXCEPTIONS:

Gulf Atlantic Culvert Company, Inc. is not registered with the Alabama Secretary of State to do business in Alabama.

Competitive Bid # WG21-12 Bid Tabulation
Provision of High Performance Polypropylene Pipe (PP)

Diameter	Foley Products Co. Delivered/Picked Up Amount	Alabama Pipe & Supply Delivered/Picked Up Amount	Fortiline Water Works Delivered/Picked Up Amount	Gulf Atlantic Culvert Delivered/Picked Up Amount
12"	No Bid	\$7.62	\$6.95	No Bid
15"	No Bid	\$8.58	\$7.85	No Bid
18"	No Bid	\$11.57	\$10.58	No Bid
24"	No Bid	\$20.16	\$18.45	No Bid
30"	No Bid	\$31.93	\$29.22	No Bid
36"	No Bid	\$35.09	\$32.10	No Bid
42"	No Bid	\$42.73	\$40.24	No Bid
48"	No Bid	\$59.11	\$54.00	No Bid
60"	No Bid	\$101.48	\$91.00	No Bid

EXCEPTIONS:

Gulf Atlantic Culvert Company, Inc. is not registered with the Alabama Secretary of State to do business in Alabama.

Competitive Bid # WG21-12 Bid Tabulation
Pipe - Corrugated Round & Arch Bituminous Coated (Metal)

Diameter	Gauge	Foley Products Co. Delivered/Picked Up Amount	Alabama Pipe & Supply Delivered/Picked Up Amount	Fortiline Water Works Delivered/Picked Up Amount	Gulf Atlantic Culvert Delivered/Picked Up Amount
Corrugated Metal Culvert Pipe (2.66")					
6"	16	No Bid	No Bid	No Bid	No Bid
8"	16	No Bid	No Bid	No Bid	No Bid
10"	16	No Bid	No Bid	No Bid	No Bid
12"	16	No Bid	No Bid	No Bid	\$11.73
15"	16	No Bid	No Bid	No Bid	\$14.71
18"	16	No Bid	No Bid	No Bid	\$17.77
21"	16	No Bid	No Bid	No Bid	\$20.45
24"	16	No Bid	No Bid	No Bid	\$23.38
30"	16	No Bid	No Bid	No Bid	\$29.94
36"	16	No Bid	No Bid	No Bid	\$35.73
42"	16	No Bid	No Bid	No Bid	\$41.79
48"	16	No Bid	No Bid	No Bid	\$48.45
15"	14	No Bid	No Bid	No Bid	\$17.91
18"	14	No Bid	No Bid	No Bid	\$21.59
21"	14	No Bid	No Bid	No Bid	\$24.76
24"	14	No Bid	No Bid	No Bid	\$28.44
30"	14	No Bid	No Bid	No Bid	\$35.29
36"	14	No Bid	No Bid	No Bid	\$42.65
42"	14	No Bid	No Bid	No Bid	\$50.57
48"	14	No Bid	No Bid	No Bid	\$58.53
54"	14	No Bid	No Bid	No Bid	\$74.24
21"	12	No Bid	No Bid	No Bid	No Bid
24"	12	No Bid	No Bid	No Bid	No Bid
30"	12	No Bid	No Bid	No Bid	No Bid
36"	12	No Bid	No Bid	No Bid	No Bid
42"	12	No Bid	No Bid	No Bid	\$63.43
48"	12	No Bid	No Bid	No Bid	\$73.30
54"	12	No Bid	No Bid	No Bid	\$92.29
60"	12	No Bid	No Bid	No Bid	\$102.58
66"	12	No Bid	No Bid	No Bid	\$112.88
72"	12	No Bid	No Bid	No Bid	\$132.89
78"	12	No Bid	No Bid	No Bid	No Bid
36"	10	No Bid	No Bid	No Bid	No Bid
42"	10	No Bid	No Bid	No Bid	No Bid
48"	10	No Bid	No Bid	No Bid	No Bid
54"	10	No Bid	No Bid	No Bid	No Bid
60"	10	No Bid	No Bid	No Bid	\$123.55
66"	10	No Bid	No Bid	No Bid	\$135.92
72"	10	No Bid	No Bid	No Bid	\$148.30
78"	10	No Bid	No Bid	No Bid	No Bid
84"	10	No Bid	No Bid	No Bid	No Bid
90"	10	No Bid	No Bid	No Bid	No Bid
96"	10	No Bid	No Bid	No Bid	No Bid
48"	8	No Bid	No Bid	No Bid	No Bid
54"	8	No Bid	No Bid	No Bid	No Bid
60"	8	No Bid	No Bid	No Bid	No Bid
66"	8	No Bid	No Bid	No Bid	No Bid
72"	8	No Bid	No Bid	No Bid	No Bid
78"	8	No Bid	No Bid	No Bid	No Bid
84"	8	No Bid	No Bid	No Bid	No Bid
90"	8	No Bid	No Bid	No Bid	No Bid

Competitive Bid # WG21-12 Bid Tabulation
Pipe - Corrugated Round & Arch Bituminous Coated (Metal)

Diameter	Gauge	Foley Products Co. Delivered/Picked Up Amount	Alabama Pipe & Supply Delivered/Picked Up Amount	Fortiline Water Works Delivered/Picked Up Amount	Gulf Atlantic Culvert Delivered/Picked Up Amount
96"	8	No Bid	No Bid	No Bid	No Bid
17X13	16	No Bid	No Bid	No Bid	\$16.31
21x15	16	No Bid	No Bid	No Bid	\$19.69
24x18	16	No Bid	No Bid	No Bid	\$22.55
28x20	16	No Bid	No Bid	No Bid	\$25.78
35x24	16	No Bid	No Bid	No Bid	\$31.67
42x29	16	No Bid	No Bid	No Bid	\$39.33
49x33	16	No Bid	No Bid	No Bid	\$46.25
57x38	16	No Bid	No Bid	No Bid	No Bid
17X13	14	No Bid	No Bid	No Bid	\$19.41
21x15	14	No Bid	No Bid	No Bid	\$23.39
24x18	14	No Bid	No Bid	No Bid	\$26.86
28x20	14	No Bid	No Bid	No Bid	\$30.84
35x24	14	No Bid	No Bid	No Bid	\$38.06
42x29	14	No Bid	No Bid	No Bid	\$45.47
49x33	14	No Bid	No Bid	No Bid	\$55.08
57x38	14	No Bid	No Bid	No Bid	\$63.33
64x43	14	No Bid	No Bid	No Bid	\$73.70
24x18	12	No Bid	No Bid	No Bid	No Bid
28x20	12	No Bid	No Bid	No Bid	No Bid
35x24	12	No Bid	No Bid	No Bid	No Bid
42x29	12	No Bid	No Bid	No Bid	No Bid
49x33	12	No Bid	No Bid	No Bid	\$68.03
57x38	12	No Bid	No Bid	No Bid	\$78.10
64x43	12	No Bid	No Bid	No Bid	\$97.69
71x47	12	No Bid	No Bid	No Bid	\$108.60
77x52	12	No Bid	No Bid	No Bid	\$119.48
42x29	10	No Bid	No Bid	No Bid	No Bid
49x33	10	No Bid	No Bid	No Bid	No Bid
57x38	10	No Bid	No Bid	No Bid	No Bid
64x43	10	No Bid	No Bid	No Bid	No Bid
71x47	10	No Bid	No Bid	No Bid	\$129.77
77x52	10	No Bid	No Bid	No Bid	\$142.77
83x57	10	No Bid	No Bid	No Bid	\$156.08
57x 38	8	No Bid	No Bid	No Bid	No Bid
64x43	8	No Bid	No Bid	No Bid	No Bid
71x47	8	No Bid	No Bid	No Bid	No Bid
77x52	8	No Bid	No Bid	No Bid	No Bid
83x57	8	No Bid	No Bid	No Bid	No Bid
Corrugated Metal Culvert Pipe (5" x 1" Corrugation)					
36	16	No Bid	No Bid	No Bid	No Bid
42	16	No Bid	No Bid	No Bid	No Bid
48	16	No Bid	No Bid	No Bid	No Bid
54	16	No Bid	No Bid	No Bid	No Bid
60	16	No Bid	No Bid	No Bid	No Bid
66	16	No Bid	No Bid	No Bid	No Bid
72	16	No Bid	No Bid	No Bid	No Bid
78	16	No Bid	No Bid	No Bid	No Bid
84	16	No Bid	No Bid	No Bid	No Bid
96	16	No Bid	No Bid	No Bid	No Bid

Competitive Bid # WG21-12 Bid Tabulation
Pipe - Corrugated Round & Arch Bituminous Coated (Metal)

Diameter	Gauge	Foley Products Co. Delivered/Picked Up Amount	Alabama Pipe & Supply Delivered/Picked Up Amount	Fortiline Water Works Delivered/Picked Up Amount	Gulf Atlantic Culvert Delivered/Picked Up Amount
36	14	No Bid	No Bid	No Bid	No Bid
42	14	No Bid	No Bid	No Bid	No Bid
48	14	No Bid	No Bid	No Bid	No Bid
54	14	No Bid	No Bid	No Bid	No Bid
60	14	No Bid	No Bid	No Bid	No Bid
66	14	No Bid	No Bid	No Bid	No Bid
72	14	No Bid	No Bid	No Bid	No Bid
78	14	No Bid	No Bid	No Bid	No Bid
84	14	No Bid	No Bid	No Bid	No Bid
90	14	No Bid	No Bid	No Bid	No Bid
96	14	No Bid	No Bid	No Bid	No Bid
36	12	No Bid	No Bid	No Bid	No Bid
42	12	No Bid	No Bid	No Bid	No Bid
48	12	No Bid	No Bid	No Bid	No Bid
54	12	No Bid	No Bid	No Bid	No Bid
60	12	No Bid	No Bid	No Bid	No Bid
66	12	No Bid	No Bid	No Bid	No Bid
72	12	No Bid	No Bid	No Bid	No Bid
78	12	No Bid	No Bid	No Bid	No Bid
84	12	No Bid	No Bid	No Bid	No Bid
90	12	No Bid	No Bid	No Bid	No Bid
96	12	No Bid	No Bid	No Bid	No Bid
102	12	No Bid	No Bid	No Bid	No Bid
108	12	No Bid	No Bid	No Bid	No Bid
114	12	No Bid	No Bid	No Bid	No Bid
120	12	No Bid	No Bid	No Bid	No Bid
48	10	No Bid	No Bid	No Bid	No Bid
54	10	No Bid	No Bid	No Bid	No Bid
60	10	No Bid	No Bid	No Bid	No Bid
66	10	No Bid	No Bid	No Bid	No Bid
72	10	No Bid	No Bid	No Bid	No Bid
78	10	No Bid	No Bid	No Bid	No Bid
84	10	No Bid	No Bid	No Bid	No Bid
90	10	No Bid	No Bid	No Bid	No Bid
96	10	No Bid	No Bid	No Bid	No Bid
102	10	No Bid	No Bid	No Bid	No Bid
108	10	No Bid	No Bid	No Bid	No Bid
114	10	No Bid	No Bid	No Bid	No Bid
120	10	No Bid	No Bid	No Bid	No Bid
126	10	No Bid	No Bid	No Bid	No Bid
132	10	No Bid	No Bid	No Bid	No Bid
138	10	No Bid	No Bid	No Bid	No Bid
144	10	No Bid	No Bid	No Bid	No Bid
60	8	No Bid	No Bid	No Bid	No Bid
66	8	No Bid	No Bid	No Bid	No Bid
72	8	No Bid	No Bid	No Bid	No Bid
78	8	No Bid	No Bid	No Bid	No Bid
84	8	No Bid	No Bid	No Bid	No Bid
90	8	No Bid	No Bid	No Bid	No Bid
96	8	No Bid	No Bid	No Bid	No Bid
102	8	No Bid	No Bid	No Bid	No Bid
108	8	No Bid	No Bid	No Bid	No Bid
114	8	No Bid	No Bid	No Bid	No Bid

Competitive Bid # WG21-12 Bid Tabulation
Pipe - Corrugated Round & Arch Bituminous Coated (Metal)

Diameter	Gauge	Foley Products Co. Delivered/Picked Up Amount	Alabama Pipe & Supply Delivered/Picked Up Amount	Fortiline Water Works Delivered/Picked Up Amount	Gulf Atlantic Culvert Delivered/Picked Up Amount
120	8	No Bid	No Bid	No Bid	No Bid
40x31	16	No Bid	No Bid	No Bid	No Bid
46x36	16	No Bid	No Bid	No Bid	No Bid
53x41	16	No Bid	No Bid	No Bid	No Bid
60x46	16	No Bid	No Bid	No Bid	No Bid
66x51	16	No Bid	No Bid	No Bid	No Bid
73x55	16	No Bid	No Bid	No Bid	No Bid
81x59	16	No Bid	No Bid	No Bid	No Bid
87x63	16	No Bid	No Bid	No Bid	No Bid
95x64	16	No Bid	No Bid	No Bid	No Bid
103x71	16	No Bid	No Bid	No Bid	No Bid
112x75	16	No Bid	No Bid	No Bid	No Bid
40x31	14	No Bid	No Bid	No Bid	No Bid
46x36	14	No Bid	No Bid	No Bid	No Bid
53x41	14	No Bid	No Bid	No Bid	No Bid
60x46	14	No Bid	No Bid	No Bid	No Bid
66x51	14	No Bid	No Bid	No Bid	No Bid
73x55	14	No Bid	No Bid	No Bid	No Bid
81x59	14	No Bid	No Bid	No Bid	No Bid
87x63	14	No Bid	No Bid	No Bid	No Bid
95x67	14	No Bid	No Bid	No Bid	No Bid
103x71	14	No Bid	No Bid	No Bid	No Bid
112x75	14	No Bid	No Bid	No Bid	No Bid
53x41	12	No Bid	No Bid	No Bid	No Bid
60x46	12	No Bid	No Bid	No Bid	No Bid
66x51	12	No Bid	No Bid	No Bid	No Bid
73x55	12	No Bid	No Bid	No Bid	No Bid
81x59	12	No Bid	No Bid	No Bid	No Bid
87x63	12	No Bid	No Bid	No Bid	No Bid
95x67	12	No Bid	No Bid	No Bid	No Bid
103x71	12	No Bid	No Bid	No Bid	No Bid
112x75	12	No Bid	No Bid	No Bid	No Bid
117x79	12	No Bid	No Bid	No Bid	No Bid
128x83	12	No Bid	No Bid	No Bid	No Bid
137x87	12	No Bid	No Bid	No Bid	No Bid
142x91	12	No Bid	No Bid	No Bid	No Bid
81x59	10	No Bid	No Bid	No Bid	No Bid
87x63	10	No Bid	No Bid	No Bid	No Bid
95x67	10	No Bid	No Bid	No Bid	No Bid
103x71	10	No Bid	No Bid	No Bid	No Bid
112x75	10	No Bid	No Bid	No Bid	No Bid
117x79	10	No Bid	No Bid	No Bid	No Bid
128x83	10	No Bid	No Bid	No Bid	No Bid
137x87	10	No Bid	No Bid	No Bid	No Bid
142x91	10	No Bid	No Bid	No Bid	No Bid
66x51	8	No Bid	No Bid	No Bid	No Bid
73x55	8	No Bid	No Bid	No Bid	No Bid
81x59	8	No Bid	No Bid	No Bid	No Bid
87x63	8	No Bid	No Bid	No Bid	No Bid
95x64	8	No Bid	No Bid	No Bid	No Bid
103x71	8	No Bid	No Bid	No Bid	No Bid
112x75	8	No Bid	No Bid	No Bid	No Bid

Competitive Bid # WG21-12 Bid Tabulation
Pipe - Corrugated Round & Arch Bituminous Coated (Metal)

Diameter	Gauge	Foley Products Co. Delivered/Picked Up Amount	Alabama Pipe & Supply Delivered/Picked Up Amount	Fortiline Water Works Delivered/Picked Up Amount	Gulf Atlantic Culvert Delivered/Picked Up Amount
117x79	8	No Bid	No Bid	No Bid	No Bid
128x83	8	No Bid	No Bid	No Bid	No Bid
137x87	8	No Bid	No Bid	No Bid	No Bid
142x91	8	No Bid	No Bid	No Bid	No Bid

EXCEPTIONS:
 Gulf Atlantic Culvert Company, Inc. is not registered with the Alabama Secretary of State to do business in Alabama.

BID #WG21-12A ROADWAY PIPE SPECIFICATIONS
PIPE - CORRUGATED ROUND AND ARCH BITUMINOUS COATED (METAL)

Roadway and/or side drainpipe shall be in accordance with Section 850.02 of Alabama Highway Department Standard Specifications for Roads and Bridges.

Manufacturer shall furnish test reports when requested.

Prices shall be submitted for both round and arch pipe, Bituminous coated in standard manufacturer sizes plus bands.

Prices shall include all costs, including freight, and shall be for truck load quantities delivered to various locations within Baldwin County as directed when pipe is ordered. Specify total pounds per truck load.

Also, prices shall include all costs, excluding freight, and shall be for less than truck load quantities F.O.B. County vehicle at bidder's supply location. Specify supply location.

Prices bid shall be applicable for material to be ordered for a **one (1) calendar year**. Calendar year will begin the day of bid award.

It is the intent of the Commission to award to one (1) bidder for each group/category.

A BID GUARANTEE OF \$500.00 SHALL BE INCLUDED WITH THE BID.

BID #WG21-12A RESPONSE FORM

Pipe - Corrugated Round and Arch Bituminous Coated (Metal)

Page 1 of 7

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: _____

Supply Location: _____

Please include this completed form with your list of sizes and prices bid.

BID #WG21-12 ROADWAY PIPE

Pipe – Corrugated Round & Arch Bituminous Coated (Metal)

Page 2 of 7

Corrugated Metal Culvert Pipe (2.66")

Diameter	Gauge	Amount Bid Picked up	Amount Bid Delivered
6"	16	\$ _____	\$ _____
8"	16	\$ _____	\$ _____
10"	16	\$ _____	\$ _____
12"	16	\$ _____	\$ _____
15"	16	\$ _____	\$ _____
18"	16	\$ _____	\$ _____
21"	16	\$ _____	\$ _____
24"	16	\$ _____	\$ _____
30"	16	\$ _____	\$ _____
36"	16	\$ _____	\$ _____
42"	16	\$ _____	\$ _____
48"	16	\$ _____	\$ _____
15"	14	\$ _____	\$ _____
18"	14	\$ _____	\$ _____
21"	14	\$ _____	\$ _____
24"	14	\$ _____	\$ _____
30"	14	\$ _____	\$ _____
36"	14	\$ _____	\$ _____
42"	14	\$ _____	\$ _____
48"	14	\$ _____	\$ _____
54"	14	\$ _____	\$ _____
21"	12	\$ _____	\$ _____
24"	12	\$ _____	\$ _____
30"	12	\$ _____	\$ _____
36"	12	\$ _____	\$ _____
42"	12	\$ _____	\$ _____
48"	12	\$ _____	\$ _____
54"	12	\$ _____	\$ _____
60"	12	\$ _____	\$ _____
66"	12	\$ _____	\$ _____
72"	12	\$ _____	\$ _____
78"	12	\$ _____	\$ _____
36"	10	\$ _____	\$ _____
42"	10	\$ _____	\$ _____
48"	10	\$ _____	\$ _____
54"	10	\$ _____	\$ _____
60"	10	\$ _____	\$ _____
66"	10	\$ _____	\$ _____

72" 10 \$ _____ \$ _____

BID #WG21-12 ROADWAY PIPE

Pipe – Corrugated Round & Arch Bituminous Coated (Metal)

Page 3 of 7

78"	10	\$ _____	\$ _____
84"	10	\$ _____	\$ _____
90"	10	\$ _____	\$ _____
96"	10	\$ _____	\$ _____
48"	8	\$ _____	\$ _____
54"	8	\$ _____	\$ _____
60"	8	\$ _____	\$ _____
66"	8	\$ _____	\$ _____
72"	8	\$ _____	\$ _____
78"	8	\$ _____	\$ _____
84"	8	\$ _____	\$ _____
90"	8	\$ _____	\$ _____
96"	8	\$ _____	\$ _____

Diameter	Gauge	Amount Bid Picked up	Amount Bid Delivered
17x13	16	\$ _____	\$ _____
21x15	16	\$ _____	\$ _____
24x18	16	\$ _____	\$ _____
28x20	16	\$ _____	\$ _____
35x24	16	\$ _____	\$ _____
42x29	16	\$ _____	\$ _____
49x33	16	\$ _____	\$ _____
57x38	16	\$ _____	\$ _____
17x13	14	\$ _____	\$ _____
21x15	14	\$ _____	\$ _____
24x18	14	\$ _____	\$ _____
28x20	14	\$ _____	\$ _____
35x24	14	\$ _____	\$ _____
42x29	14	\$ _____	\$ _____
49x33	14	\$ _____	\$ _____
57x38	14	\$ _____	\$ _____
64x43	14	\$ _____	\$ _____
24x18	12	\$ _____	\$ _____
28x20	12	\$ _____	\$ _____
35x24	12	\$ _____	\$ _____
42x29	12	\$ _____	\$ _____
49x33	12	\$ _____	\$ _____
57x38	12	\$ _____	\$ _____
64x43	12	\$ _____	\$ _____
71x47	12	\$ _____	\$ _____
77x52	12	\$ _____	\$ _____
42x29	10	\$ _____	\$ _____

BID #WG21-12 ROADWAY PIPE

Pipe – Corrugated Round & Arch Bituminous Coated (Metal)

Page 4 of 7

49x33	10	\$ _____	\$ _____
57x38	10	\$ _____	\$ _____
64x43	10	\$ _____	\$ _____
71x47	10	\$ _____	\$ _____
77x52	10	\$ _____	\$ _____
83x57	10	\$ _____	\$ _____

57x38	8	\$ _____	\$ _____
64x43	8	\$ _____	\$ _____
71x47	8	\$ _____	\$ _____
77x52	8	\$ _____	\$ _____
83x57	8	\$ _____	\$ _____

Corrugated Metal Culvert Pipe (5"x1" Corrugation)

Diameter	Gauge	Amount Bid Picked up	Amount Bid Delivered
36"	16	\$ _____	\$ _____
42"	16	\$ _____	\$ _____
48"	16	\$ _____	\$ _____
54"	16	\$ _____	\$ _____
60"	16	\$ _____	\$ _____
66"	16	\$ _____	\$ _____
72"	16	\$ _____	\$ _____
78"	16	\$ _____	\$ _____
84"	16	\$ _____	\$ _____
96"	16	\$ _____	\$ _____
36"	14	\$ _____	\$ _____
42"	14	\$ _____	\$ _____
48"	14	\$ _____	\$ _____
54"	14	\$ _____	\$ _____
60"	14	\$ _____	\$ _____
66"	14	\$ _____	\$ _____
72"	14	\$ _____	\$ _____
78"	14	\$ _____	\$ _____
84"	14	\$ _____	\$ _____
90"	14	\$ _____	\$ _____
96"	14	\$ _____	\$ _____
36"	12	\$ _____	\$ _____
42"	12	\$ _____	\$ _____
48"	12	\$ _____	\$ _____
54"	12	\$ _____	\$ _____
60"	12	\$ _____	\$ _____
66"	12	\$ _____	\$ _____

BID #WG21-12 ROADWAY PIPE

Pipe – Corrugated Round & Arch Bituminous Coated (Metal)

Page 5 of 7

72"	12	\$ _____	\$ _____
78"	12	\$ _____	\$ _____
84"	12	\$ _____	\$ _____
90"	12	\$ _____	\$ _____
96"	12	\$ _____	\$ _____
102"	12	\$ _____	\$ _____
108"	12	\$ _____	\$ _____
114"	12	\$ _____	\$ _____
120"	12	\$ _____	\$ _____

48"	10	\$ _____	\$ _____
54"	10	\$ _____	\$ _____
60"	10	\$ _____	\$ _____
66"	10	\$ _____	\$ _____
72"	10	\$ _____	\$ _____
78"	10	\$ _____	\$ _____
84"	10	\$ _____	\$ _____
90"	10	\$ _____	\$ _____
96"	10	\$ _____	\$ _____
102"	10	\$ _____	\$ _____
108"	10	\$ _____	\$ _____
114"	10	\$ _____	\$ _____
120"	10	\$ _____	\$ _____
126"	10	\$ _____	\$ _____
132"	10	\$ _____	\$ _____
138"	10	\$ _____	\$ _____
144"	10	\$ _____	\$ _____

60"	8	\$ _____	\$ _____
66"	8	\$ _____	\$ _____
72"	8	\$ _____	\$ _____
78"	8	\$ _____	\$ _____
84"	8	\$ _____	\$ _____
90"	8	\$ _____	\$ _____
96"	8	\$ _____	\$ _____
102"	8	\$ _____	\$ _____
108"	8	\$ _____	\$ _____
114"	8	\$ _____	\$ _____
120"	8	\$ _____	\$ _____

BID #WG21-12 ROADWAY PIPE

Pipe – Corrugated Round & Arch Bituminous Coated (Metal)

Page 6 of 7

Corrugated Metal Culvert Pipe (5"x1" Corrugation)

Diameter	Gauge	Amount Bid Picked up	Amount Bid Delivered
40x31	16	\$ _____	\$ _____
46x36	16	\$ _____	\$ _____
53x41	16	\$ _____	\$ _____
60x46	16	\$ _____	\$ _____
66x51	16	\$ _____	\$ _____
73x55	16	\$ _____	\$ _____
81x59	16	\$ _____	\$ _____
87x63	16	\$ _____	\$ _____
95x64	16	\$ _____	\$ _____
103x71	16	\$ _____	\$ _____
112x75	16	\$ _____	\$ _____
40x31	14	\$ _____	\$ _____
46x36	14	\$ _____	\$ _____
53x41	14	\$ _____	\$ _____
60x46	14	\$ _____	\$ _____
66x51	14	\$ _____	\$ _____
73x55	14	\$ _____	\$ _____
81x59	14	\$ _____	\$ _____
87x63	14	\$ _____	\$ _____
95x64	14	\$ _____	\$ _____
103x71	14	\$ _____	\$ _____
112x75	14	\$ _____	\$ _____
53x41	12	\$ _____	\$ _____
60x46	12	\$ _____	\$ _____
66x51	12	\$ _____	\$ _____
73x55	12	\$ _____	\$ _____
81x59	12	\$ _____	\$ _____
87x63	12	\$ _____	\$ _____
95x64	12	\$ _____	\$ _____
103x71	12	\$ _____	\$ _____
112x75	12	\$ _____	\$ _____
117x79	12	\$ _____	\$ _____
128x83	12	\$ _____	\$ _____
137x87	12	\$ _____	\$ _____
142x91	12	\$ _____	\$ _____
81x59	10	\$ _____	\$ _____
87x63	10	\$ _____	\$ _____
95x64	10	\$ _____	\$ _____

BID #WG21-12 ROADWAY PIPE

Pipe – Corrugated Round & Arch Bituminous Coated (Metal)

Page 7 of 7

103x71	10	\$ _____	\$ _____
112x75	10	\$ _____	\$ _____
117x79	10	\$ _____	\$ _____
128x83	10	\$ _____	\$ _____
137x87	10	\$ _____	\$ _____
142x91	10	\$ _____	\$ _____
66x51	8	\$ _____	\$ _____
73x55	8	\$ _____	\$ _____
81x59	8	\$ _____	\$ _____
87x63	8	\$ _____	\$ _____
95x64	8	\$ _____	\$ _____
103x71	8	\$ _____	\$ _____
112x75	8	\$ _____	\$ _____
117x79	8	\$ _____	\$ _____
128x83	8	\$ _____	\$ _____
137x87	8	\$ _____	\$ _____
142x91	8	\$ _____	\$ _____



Baldwin County Commission

Agenda Action Form

File #: 21-0474, **Version:** 1

Item #: BE2

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Tyler Mitchell, Construction Manager

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-13A - Provision of CRS-2 Emulsified Asphalt Material for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Purchasing Director to **re-bid** for the Provision of CRS-2 Emulsified Asphalt Material; 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:

1/5/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the provision of CRS-2 Emulsified Asphalt Material; 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 set to open in the Purchasing Conference Room on January 21, 2021, at 2:00 P.M. No bids were received. Staff recommends the Commission authorize the Purchasing Director to re-bid for the Provision of CRS-2 Emulsified Asphalt Material.

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: 2/17/2021

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 #WG21-13A SPECIFICATIONS

CRS-2 (emulsified asphalt) shall be in accordance with Section 804 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Sections 109.02 (b) (c) and 109.03 (e)** regarding Bituminous Material Temperature Correction and Price Adjustments.

All Temperature Correction calculations and Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

*The Volumetric Measurement shall be based upon a temperature of 60-degree F.

Test reports shall be furnished as requested.

Prices shall be offered for product delivered F.O.B. to Baldwin County and at Bidders facility F.O.B. Picked up by Baldwin County Vehicle. Location of such facility must be noted.

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

Detention charges at Alabama Service Commission Rates, but not exceeding actual cost to vendor, will be allowed for delivered truck units held beyond Two (2) hours at the Baldwin County Facility or job site, which is the free period. This will only be allowed when a truck unit is held beyond two (2) hours as a direct result of neglect or cause by Baldwin County and in no way will be allowed due to equipment failure, personal neglect or otherwise by the vendor. Proper detention forms will be signed by an authorized employee of Baldwin County for each material involving detention time.

Bids will only be accepted from organizations ordering the material from an ALDOT approved Vendor.

In the event that the awarded bidder's Facility is not open for business then the secondary awarded bidder will become the prime supplier for that day. This will be noted by a notation being placed at the bottom of the request for materials by the County Representative that has contacted the awarded bidder.

Supply Location will play a big factor in determining the bid award for materials being picked up by Baldwin County Vehicles. The County Engineer or his designee will factor in the supply location in determining the low bidder. A per-road mile truck operating cost will be multiplied by the road miles of the best route between the supply location and Baldwin County.

The estimated quantities shown reflect the approximate number of gallons of each specified product that Baldwin County will theoretically use during the course of one (1) year. This is

merely indicated to assist vendors for bidding purposes and in no way binds Baldwin County to purchase the quantities shown.

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 (2022 and 2023), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Supplier thirty (30) days prior to expiration of the 2021 contract with its intent to extend the contract. The prices for 2021 shall also apply to the extension period(s).

BID #WG21-13A RESPONSE FORM
Provision of CRS-2 Emulsified Asphalt Material

Date: _____

Company Name: _____

Address: _____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

Supply Location: _____

Item Description	Estimated Quantity (Gallons)	FOB Picked up by Baldwin County (Price per Gallon)	FOB Delivered to Baldwin County (Price per Gallon)
CRS-2	5,000	\$	\$



Baldwin County Commission

Agenda Action Form

File #: 21-0498, **Version:** 1

Item #: BE3

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Highway Department Operations Manager

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-16 - Provision of Erosion Control Materials 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 Erosion Control Materials; 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 erosion control materials.

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: 02/17/2021

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 #WG21-16 SPECIFICATIONS

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished.

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

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

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

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. Exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form. Each supplier should complete the Certification of Lobbying in the bid specifications and return with your Bid Response Form. Title 43 CFR Sec. 18 can be downloaded from the County website

www.baldwincountyal.gov

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

DELIVERY

Delivery as soon as possible, but not more than ten (10) business days after receipt of order, **unless noted otherwise.**

A Purchase Order will be issued for the materials and quantities listed. Delivery shall be made to the location listed on the Purchase Order.

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.

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. In addition to the lowest responsible bidder for the provision of Solid Sod, a secondary vendor will be awarded to next lowest responsible bidder. 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.

LAWS AND REGULATIONS

The bidder's 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.

LEGAL COMPLIANCE

The Contractor shall at all times comply with all applicable federal, state, local and municipal laws and regulations, including but not limited to Title 43 CFR Sec. 12.76 paragraphs (b) through (i); Title 43 CFR Sec. 18 (Lobbying).

BUY AMERICAN REQUIREMENTS

The Contractor acknowledges to and for the benefit of Baldwin County Commission of the State of Alabama that it understands that some of the goods and services under this Agreement may be funded with **federal monies** made available by the U. S. Department of the Interior - Coastal Impact Assistance Program (CIAP) and such laws contains provision commonly known as "Buy American" that requires all of the iron, steel and manufactured goods used in the project be produced in the United States ("Buy American Requirements"), including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Baldwin County Commission that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification, or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the County. As such, all products furnished by the CONTRACTOR under this contract must comply with, without limitations, the "Buy American" provisions of Title 43 CFR Sec. 12.700 through 12.830 U. S. Department of Interior.

BID # WG21-16 SPECIFICATIONS
Provision of Erosion Control Materials – SOLID SOD

Baldwin County requests bids for the provision of Solid Sod in accordance with Section 860.05 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

Bidders shall provide bids for the various types of sod they can supply on the Bid Response Form. The County requests bids for block sod, mini rolls and 30” rolls of sod. Bidders shall provide the cost per square yard for sod delivered by the bidder to various Baldwin County locations and the cost per square yard for sod picked up by the County at the supplier’s place of business. Specify location for County pickup.

Copies of all sales order tickets shall be attached to invoices and mailed with a monthly statement to the Baldwin County Commission, Accounts Payable, 312 Courthouse Square, Suite 11, Bay Minette, Alabama, 36507, in order for invoices to be paid. The total amount of materials and the cost per square yard shown on invoices and sales tickets shall match and the cost per square yard shall be the same as listed on the Award Listing.

Delivery should be made as soon as possible, **but not more than (24) hours after receipt of order.**

In the event that the awarded bidders Facility is not open for business or cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered the material from the secondary awarded bidder thus becoming the prime supplier for that day. This will be noted by a notation being placed at the bottom of the request for materials by the County Representative that has contacted the awarded bidder, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

All Costs and expenses related to the supplier’s failure to deliver material as and when specified, including without limitation the cost of the material itself, shall be borne solely by the supplier, and the County shall not be responsible or liable for any such cost or expenses.

Prices bid shall be applicable for Sod to be ordered between **April 6, 2021 and April 6, 2022.**

BID #WG21-16 RESPONSE FORM

Provision of Erosion Control Materials – SOLID SOD

Date: _____

Company Name: _____

Address: _____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

Location for County to Pick-up Sod: _____

Sod Type	Cuts	Price per Square Yard DELIVERED	Price per Square Yard PICKED-UP
Centipede	Block	_____	_____
Centipede	Mini Rolls	_____	_____
Centipede	30" Rolls	_____	_____
Bermuda/Tifton	Block	_____	_____
Bermuda/Tifton	Mini Rolls	_____	_____
Bermuda/Tifton	30" Rolls	_____	_____
Celebrations Bermuda	Block	_____	_____
Celebrations Bermuda	Mini Rolls	_____	_____
Celebrations Bermuda	30" Rolls	_____	_____
St. Augustine	Block	_____	_____
St. Augustine	Mini Rolls	_____	_____
St. Augustine	30" Rolls	_____	_____

BID # WG21-16 SPECIFICATIONS

Provision of Erosion Control Materials – GRASS SEEDS

Grass Seeds shall be in accordance with Section 860.01 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

Seeds shall be certified by an Official Seed Certifying Agency. Seeds shall have been tested within nine months prior to use. Each kind of seed shall be separately packed and delivered in a seed-tight bag. Each bag shall bear a tag or label bearing the seal of the Official Seed Certifying Agency. The analysis of the seed (% pure seed, % germination, date tested, etc.) shall be attached to each bag.

Bidders shall provide cost per pound of grass seed delivered by the bidder (including shipping cost) to various Baldwin County locations and the cost per pound of grass seed picked up by the County at the supplier's place of business. The County Engineer or his designee will factor in the supply location in determining the low bidder for grass seed picked-up. A per-road mile truck operating cost will be multiplied times the road miles of the best route between the supply location and each **"Maintenance Area" for all material picked up by Baldwin County**. Specify location for County pickup.

Bid prices shall be applicable for Grass Seeds to be ordered between **April 6, 2021 and April 6, 2022**.

BID #WG21-16 RESPONSE FORM

Provision of Erosion Control Materials – GRASS SEEDS

Page 1 of 4

Date: _____

Company Name: _____

Address: _____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

Location for County to Pick-up Grass Seeds: _____

BID #WG21-16 RESPONSE FORM

Provision of Erosion Control Materials – GRASS SEEDS

Page 2 of 4

Area 100

Seed Type	Price per Pound DELIVERED	Price per Pound PICKED-UP
Annual Rye Grass	_____	_____
Tall Fescue	_____	_____
Crimson Clover	_____	_____
Brown Top Millet	_____	_____
Unhulled Bermuda	_____	_____
Hulled Bermuda	_____	_____
Pensacola Bahia	_____	_____
Centipede	_____	_____
Kentucky 31 Fescue	_____	_____
Weeping Lovegrass	_____	_____
Annual Lespedeza (Kobe)	_____	_____
PreMix Summer Seed Blend	_____	_____
Crimson Clover 4.75%		
Brown Top Millet 19%		
Hulled Bermuda 5%		
Pensacola Bahia 16%		
Kentucky 31 Fescue 48%		
Annual Lespedeza (Kobe) 2%		
PreMix Winter Seed Blend	_____	_____
Crimson Clover 9%		
Gulf Rye 13%		
Unhulled Bermuda 9%		
Pensacola Bahia 9%		
Kentucky 31 Fescue 50%		

BID #WG21-16 RESPONSE FORM

Provision of Erosion Control Materials – GRASS SEEDS

Page 3 of 4

Area 200

Seed Type	Price per Pound DELIVERED	Price per Pound PICKED-UP
Annual Rye Grass	_____	_____
Tall Fescue	_____	_____
Crimson Clover	_____	_____
Brown Top Millet	_____	_____
Unhulled Bermuda	_____	_____
Hulled Bermuda	_____	_____
Pensacola Bahia	_____	_____
Centipede	_____	_____
Kentucky 31 Fescue	_____	_____
Weeping Lovegrass	_____	_____
Annual Lespedeza (Kobe)	_____	_____
PreMix Summer Seed Blend	_____	_____
Crimson Clover 4.75%		
Brown Top Millet 19%		
Hulled Bermuda 5%		
Pensacola Bahia 16%		
Kentucky 31 Fescue 48%		
Annual Lespedeza (Kobe) 2%		
PreMix Winter Seed Blend	_____	_____
Crimson Clover 9%		
Gulf Rye 13%		
Unhulled Bermuda 9%		
Pensacola Bahia 9%		
Kentucky 31 Fescue 50%		

BID #WG21-16 RESPONSE FORM

Provision of Erosion Control Materials – GRASS SEEDS

Page 4 of 4

Area 300

Seed Type	Price per Pound DELIVERED	Price per Pound PICKED-UP
Annual Rye Grass	_____	_____
Tall Fescue	_____	_____
Crimson Clover	_____	_____
Brown Top Millet	_____	_____
Unhulled Bermuda	_____	_____
Hulled Bermuda	_____	_____
Pensacola Bahia	_____	_____
Centipede	_____	_____
Kentucky 31 Fescue	_____	_____
Weeping Lovegrass	_____	_____
Annual Lespedeza (Kobe)	_____	_____
PreMix Summer Seed Blend	_____	_____
Crimson Clover 4.75%		
Brown Top Millet 19%		
Hulled Bermuda 5%		
Pensacola Bahia 16%		
Kentucky 31 Fescue 48%		
Annual Lespedeza (Kobe) 2%		
PreMix Winter Seed Blend	_____	_____
Crimson Clover 9%		
Gulf Rye 13%		
Unhulled Bermuda 9%		
Pensacola Bahia 9%		
Kentucky 31 Fescue 50%		

BID #WG21-16 RESPONSE FORM**Provision of Erosion Control Materials – FERTILIZER**

Fertilizer shall be in accordance with Section 860.12 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

Fertilizer shall be tested by current methods adopted by the Association of Official Agricultural Chemists and shall comply with Alabama Fertilizer Laws, Title 2, Sections 282-300, Alabama Code of 1940 as amended.

Manufactured fertilizer shall be standard commercial products and shall contain not less than the percentages by weight {mass} of the ingredients set out in the following table:

TYPE	Nitrogen N	Phosphorus P ₂ O ₅	Potash K ₂ O
13-13-13	13	13	13
10-10-10	10	10	10
8-8-8	8	8	8

All fertilizers shall be transported in bags not to exceed 100 pounds.

Agricultural limestone shall be crushed or ground to such a degree of fineness that 90 percent of the material will pass through a 10 {2.00 mm} mesh screen and not less than 50 percent of the material will pass through a 60 {250 µm} mesh screen. All such limestone shall also have a neutralizing value of 90 percent calcium carbonate or better.

Agricultural limestone bought in bulk shall include the rental of a buggy for transporting the material that can be pulled by a truck.

Bidders shall provide cost per pound of fertilizer delivered by the bidder (including shipping cost) to various Baldwin County locations and the cost per pound of fertilizers picked up by the County at the supplier's place of business. Specify location for County pickup.

Bid prices shall be applicable for Fertilizers to be ordered between **April 6, 2021 and April 6, 2022.**

BID #WG21-16 RESPONSE FORM

Provision of Erosion Control Materials – FERTILIZER

Page 1 of 1

Date: _____

Company Name: _____

Address: _____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

Location for County to Pick-up Fertilizer: _____

<u>Fertilizer Type</u>	<u>Price per Pound DELIVERED</u>	<u>Price per Pound PICKED-UP</u>
13-13-13	_____	_____
10-10-10	_____	_____
8-8-8	_____	_____
Agricultural Lime (Bag)	_____	_____
Agricultural Lime (Bulk)	_____ /ton	_____ /ton

BID # WG21-16 SPECIFICATIONS

Provision of Erosion Control Materials – SILT FENCE

Silt Fence

Silt Fence shall be in accordance with Section 665.02 (i) of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

Silt Fence shall meet or exceed these minimum standards as shown below. A list of qualified products can be found on the ALDOT approved list of Qualified Materials in the Materials, Sources & Devices with Special Acceptance Requirements Manual found on **Attachment A**.

Type “A” Silt Fence Kit

Shall meet Alabama Department of Transportation approved specifications for 48” wide

Type “A” silt fence

Provide Alabama Department of Transportation Certification with each shipment

Must be from an approved ALDOT sources list.

1. 34- 5’ long painted steel posts with anchor plate for vertical stability
 2. 1 - roll of approved geotextile filter fabric
 3. 1 - roll of 39” wide 330’ long 14 gage steel wire mesh
 4. 200 each hog rings used to attach the geotextile fabric to the hog wire
 5. 100 each “T” clips used to attach the hog wire to the posts
- The components come in a kit form but unassembled.

Type “B” Silt Fence Kit

Shall meet Alabama Department of Transportation approved specifications with following as minimum.

1. 100’ long rolls
2. 13 hardwood posts/roll
3. 36” wide
4. 1 ½ " true size posts

C-Flex T Black Mesh Trash Fence

C-Flex T Fence shall meet or exceed these minimum standards as shown below

1. 6’ x 330’ Dimension
2. Weight: 36 lbs.
3. Polymer Type – Polypropylene, Structure – Quadrangular, Color – Black
4. MD PITCH – Unit inch 2.17, TD PITCH – Unit inch 2.17
5. Tensile Strength 411.2 lbs./ft. per MD Elongation of 15
6. 8’ x 330’ Dimension
7. Weight: 49 lbs.
8. Polymer Type – Polypropylene, Structure – Quadrangular, Color – Black
9. MD PITCH – Unit inch 2.17, TD PITCH – Unit inch 2.17
10. Tensile Strength 411.2 lbs./ft. per MD Elongation of 15

Wattles/Sediment Logs

A wattle/Sediment Log shall be a tubular shaped product specifically manufactured for erosion and sediment control. It shall be made from interwoven biodegradable plant material such as straw, coir, or wood shavings in biodegradable or photodegradable netting that is of sufficient strength to resist damage during handling, installation and use.

Wattles/Sediment Logs products shall meet or exceed these minimum standards as shown below. A list of qualified products can be found on the ALDOT approved list of Qualified Materials in the Materials, Sources & Devices with Special Acceptance Requirements Manual found on **Attachment B**.

	Wattles		Sediment Logs	
Nominal Diameter	12 in.	20 in.	12 in.	20 in.
Minimum Diameter	11.5 in	19.0 in	11 in	18 in
Length ($\pm 10\%$)	10 ft	10 ft	10 ft	10 ft
Weight ($\pm 10\%$)	30 lb	60 lb	20 lb	30 lb
Density ($\pm 10\%$)	3.80 lb/ft ³	2.75 lb/ft ³	2.54 lb/ft ³	1.38

Bidders shall provide cost per foot of Wattles/Sediment logs delivered by the bidder (including shipping cost) to various Baldwin County locations and the cost per foot of Wattles/Sediment logs picked up by the County at the supplier's place of business. Specify location for County pickup.

Bid prices shall be applicable for Wattles/Sediment logs to be ordered between **April 6, 2021 and April 6, 2022**.

Rolled Erosion Control Products (RECPs)

Erosion Control Blankets shall be in accordance with Section 860.11 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition. Rolled Erosion Control products shall meet or exceed the minimum performance standards as required for ECP's for slope and channel protection. A list of qualified products can be found on the ALDOT approved list of Qualified Materials in the Materials, Sources & Devices with Special Acceptance Requirements Manual found in **Attachment C**.

Bidders shall provide bids for the various types of Rolled Erosion Control Products they can supply on the Bid Response Form for each functional longevity. Bidders shall provide cost per square yd of Rolled Erosion Control Products delivered by the bidder (including shipping cost) to various Baldwin County locations and the cost per square yd of Rolled Erosion Control Products picked up by the County at the supplier's place of business. Specify location for County pickup.

Bid prices shall be applicable for Rolled Erosion Control Products to be ordered between **April 6, 2021 and April 6, 2022**.

Sod Staples

Sod Staples shall be 11-gauge galvanized steel, 6-inch U-shaped staples with 6-inch legs, and 1-inch crown. 1000/Box

Bidders shall provide cost per box of Sod Staples delivered by the bidder (including shipping cost) to various Baldwin County locations and the cost per box of Sod Staples picked up by the County at the supplier's place of business. Specify location for County pickup.

Bid prices shall be applicable for Sod Staples to be ordered between **April 6, 2021 and April 6, 2022**.

Geotextiles (Filter Fabric)

Geotextiles shall be in accordance with Section 810 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

Geotextiles shall consist of long-chain synthetic polymers, composed of at least 85 percent by weight polyolefins, polyesters, or polyamids that shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other.

Geotextiles shall meet or exceed the following minimum values:

Property	Method	Nonwoven 4.0 oz/sy Requirement	Nonwoven 8.0 oz/sy Requirement
Grab Strength (lbs)	ASTM D 4632	90	200
Elongation (%)	ASTM D 4632	50	50
Puncture Strength (lbs)	ASTM D 4833	60	100
Trapezoid Tear (lbs)	ASTM D 4533	40	80
UV Resistance , % Retained	ASTM D 4355	70	70
Permittivity (Sec ⁻¹)	ASTM D 4491	2.00	1.40

Property	Method	Woven Requirement
Grab Strength (lbs)	ASTM D 4632	270
Elongation (%)	ASTM D 4632	15
Puncture Strength (lbs)	ASTM D 4833	100
Trapezoid Tear (lbs)	ASTM D 4533	100
UV Resistance , % Retained	ASTM D 4355	70
Permittivity (Sec ⁻¹)	ASTM D 4491	0.08

Geotextile filter fabric will be purchased by the roll.

Geogrid

Geogrid shall be in accordance with section 243 of the state of Alabama Highway Department standard specifications for highway construction, latest edition. Geogrid shall meet or exceed the minimum performance standards as required for Geosynthetics for slope and soft soil reinforcement. A list of qualified products can be found on the ALDOT approved list of qualified Materials in the Materials, Sources, & Devices with Special Acceptance Requirements Manual.

The applicable test methods required for measuring strength and creep must meet ASTM D 4595, ASTM D 5262 AND ASTM D 6637.

Reinforcement for soil slopes shall be any geosynthetic whose strength in the machine direction equals or exceeds the values shown in the following table:

SOIL SLOPE REINFORCEMENT TYPE	CREEP REDUCED STRENGTH AT A 10 % TOTAL STRAIN LIMIT (minimum) pounds per foot {kN/m}	TEST METHOD *
1	1000 {14.6}	ASTM D 5262
2	2500 {36.5}	
3	3400 {49.6}	
* Ultimate Strength measured in accordance with ASTM D 4595 or D 6637.		

Reinforcement for soft soil stabilization shall be any geosynthetic whose strength equals or exceeds values shown in the following table:

SOFT SOIL STABILIZATION REINFORCEMENT TYPE	ULTIMATE STRENGTH, MACHINE DIRECTION (minimum) pounds per foot {kN/m}	ULTIMATE STRENGTH, CROSS MACHINE DIRECTION (minimum) pounds per foot {kN/m}	STRENGTH AT 5% STRAIN, MACHINE DIRECTION (minimum) pounds per foot {kN/m}	STRENGTH AT 5% STRAIN, CROSS MACHINE DIRECTION (minimum) pounds per foot {kN/m}	TEST METHOD
1	900 {13.1}	900 {13.1}	500 {7.3}	500 {7.3}	ASTM D 6637 ASTM D 4595
2	1300 {19.0}	1300 {19.0}	800 {11.7}	800 {11.7}	
3	2100 {30.7}	2100 {30.7}	1200 {17.5}	1200 {17.5}	

Bidders shall provide a bid for the Geogrid they can supply on the bid response form. Bidders should provide cost per square yard of geogrid delivered by the bidders “including shipping cost” to various county locations and the cost per square yard of Geogrids picked up by the county at the supplier’s place of business. Specify locations for county pick up.

Bid prices shall be applicable for Geogrid to be ordered between **April 6, 2021 and April 6, 2022.**

BID # WG21-16 SPECIFICATIONS

Provision of Erosion Control Materials – SILT FENCE

Page 1 of 2

Date: _____

Company Name: _____

Address: _____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

Location for County to Pick-up Silt Fencing Materials: _____

Description	Product Bid	Price DELIVERED	Price PICKED-Up
Type "A" Silt Fence Kit	_____	_____/LF	_____/LF
Type "B" Silt Fence Kit	_____	_____/LF	_____/LF
6' C-Flex T Fencing	_____	_____/LF	_____/LF
8' C-Flex T Fencing	_____	_____/LF	_____/LF
Wattles (12 in.)	_____	_____/LF	_____/LF
Wattles (20 in.)	_____	_____/LF	_____/LF
Sediment Logs (12 in.)	_____	_____/LF	_____/LF
Sediment Logs (20 in.)	_____	_____/LF	_____/LF
Type S3 RECPs – 3 Month	_____	_____/YD ²	_____/YD ²
Type S3 RECPs – 12 Month	_____	_____/YD ²	_____/YD ²
Type S2 RECPs – 12 Month	_____	_____/YD ²	_____/YD ²

BID # WG21-16 SPECIFICATIONS

Provision of Erosion Control Materials – SILT FENCE

Page 2 of 2

Description	Product Bid	Price DELIVERED	Price PICKED-Up
Type S1 RECPs – 24 Month	_____	_____/YD ²	_____/YD ²
Type S1 RECPs – 36 Month	_____	_____/YD ²	_____/YD ²
Type S1 RECPs – Perm.	_____	_____/YD ²	_____/YD ²
Type C2 RECPs – 12 Month	_____	_____/YD ²	_____/YD ²
Type C2 RECPs – 24 Month	_____	_____/YD ²	_____/YD ²
Type C2 RECPs – 36 Month	_____	_____/YD ²	_____/YD ²
Type C6 RECPs – Perm.	_____	_____/YD ²	_____/YD ²
Type C10 RECPs – Perm.	_____	_____/YD ²	_____/YD ²
Sod Staples	_____	_____/Box	_____/Box
Nonwoven Geotextile 4.0 oz per YD ² (Filter Fabric)	_____	_____/YD ²	_____/YD ²
Nonwoven Geotextile 8.0 oz per YD ² (Filter Fabric)	_____	_____/YD ²	_____/YD ²
Woven Geotextile (Filter Fabric)	_____	_____/YD ²	_____/YD ²
Soil Slope Reinforcement Type 1	_____	_____/YD ²	_____/YD ²
Soil Slope Reinforcement Type 2	_____	_____/YD ²	_____/YD ²
Soil Slope Reinforcement Type 3	_____	_____/YD ²	_____/YD ²
Soft Soil Reinforcement Type 1 “Geogrid”	_____	_____/YD ²	_____/YD ²
Soft Soil Reinforcement Type 2 “Geogrid”	_____	_____/YD ²	_____/YD ²
Soft Soil Reinforcement Type 3 “Geogrid”	_____	_____/YD ²	_____/YD ²

Any brochures or specification material that shows the materials that is being offered should be attached to this Response Form.

BID # WG21-16 SPECIFICATIONS**Provision of Erosion Control Materials – ARTICULATING CONCRETE BLOCK MATS**

Articulating Concrete Block Mats shall be pre-manufactured as an assembly of concrete blocks when connected into mattresses by the use of revetment cables. The individual grid blocks shall consist of a homogeneous mass of consolidated concrete and shall be machined-made by a vibration and compression process, and composed of approved aggregates with a no-slump concrete mix. Cement shall conform to ASTM C 150 (Portland Cement) and Aggregates to ASTM C 33 requirements.

The interlocking Articulating Concrete blocks shall meet the following physical characteristics requirements:

Compressive Strength (min)	3,500 psi @ 28 Days	ASTM C 140
Maximum Water Absorption (lb/ft ³)	9.1	ASTM C 140
Minimum Unit Coverage (ft ²)	1.5	
Percentage Open Area	10-20 %	

Revetment cables shall be galvanized steel cables that exhibit resistance to mild concentrations of acids, alkalis, and solvents. Revetment cables shall extend through two or more tunnels in each block in a manner that provides for binding of the mattresses in both the longitudinal and lateral directions that conform to ASTM D 4268-93 requirements. The cables inserted into the mats shall form lifting loops at one end of the mat with the corresponding cable ends spliced together to form a lifting loop at the other end of the mat. Selection of cable size and fittings shall be made in a manner that insures a safe design factor for mats being lifted from both ends.

Anchors shall be galvanized steel and have a minimum pull resistance of 2,000 pounds.

The cellular concrete mats shall have the ability for fabrication in various lengths and widths.

The bidder shall furnish the manufacturer's certificates of compliance for cellular concrete block mats, revetment cable, and any revetment cable fittings and connectors. The bidder shall also furnish the manufacturer's specifications for placement of cellular concrete block mats.

Bidders shall provide all costs, including freight per square foot of Articulating Concrete Block Mats delivered by the bidder to various Baldwin County locations and the cost excluding freight per square foot of Articulating Concrete Block Mats picked up by the County at the supplier's place of business. Specify location for County pickup.

Bid prices shall be applicable for Articulating Concrete Block Mats to be ordered between **April 6, 2021 and April 6, 2022.**

BID # WG21-16 SPECIFICATIONS

Provision of Erosion Control Materials – ARTICULATING CONCRETE BLOCK MATS

Page 1 of 1

Date: _____

Company Name: _____

Address: _____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

Location for County to Pick-up Materials: _____

Type	Dimensions H x W x L	Price per Square Foot DELIVERED	Price per Square Foot PICKED-UP
Open Cell	4.75 x 15.5 x 17.4	_____	_____
Open Cell	6.0 x 15.5 x 17.4	_____	_____
Open Cell	8.0 x 15.5 x 17.4	_____	_____
Closed Cell	4.75 x 15.5 x 17.4	_____	_____
Closed Cell	6.0 x 15.5 x 17.4	_____	_____
Closed Cell	8.0 x 15.5 x 17.4	_____	_____
Anchors		_____ Each	_____ Each

BID # WG21-16 SPECIFICATIONS**Provision of Erosion Control Materials – STANDARD FLEXAMATS - TIED CONCRETE BLOCK MATS**

Flexamat is manufactured from individual concrete blocks tied together with high strength polypropylene biaxial geogrid. Each block is tapered, beveled and interlocked and includes connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement.

Tied Concrete Block Mats shall be Flexamat, manufactured by Motz Enterprises, Inc. or approved equal.

Blocks. Furnish blocks manufactured with concrete conforming to the cement requirements of ASTM C150 and to the aggregate requirements of ASTM C33. Meet a minimum compressive strength of 5,000 psi at 28 days. Furnish blocks that have a minimum weight of 3 lb. per block. Blocks shall be placed no further than 2 in. apart.

Polypropylene Bi-Axial Geogrid. Provide revetment mat that is constructed of a high tenacity, low elongating, and continuous filament polypropylene fibers that is securely cast into and embedded within the base of the concrete blocks and obtains connection strength greater than that of the geogrid. Ensure the geogrid meets the requirements of Table 1:

Polypropylene Bi-Axial Geogrid	
Description	Requirement
UV Stabilization	2% Carbon Black
Ultimate Tensile Strength	2055 lb/lf

The Flexamat shall have the ability for fabrication in various lengths and widths.

The bidder shall furnish the manufacturer's certificates of compliance for Flexamats. The bidder shall also furnish the manufacturer's specifications for placement of Flexamat.

Bidders shall provide all costs, including freight per square foot of Flexamat delivered by the bidder to various Baldwin County locations and the cost excluding freight per square foot of Flexamat picked up by the County at the supplier's place of business. Specify location for County pickup.

Bid prices shall be applicable for Flexamat to be ordered between **April 6, 2021 and April 6, 2022.**

BID #WG21-16 RESPONSE FORMProvision of Erosion Control Materials – STANDARD FLEXAMATS - TIED CONCRETE BLOCK
MATS

Page 1 of 1

Date: _____

Company Name: _____

Address: _____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

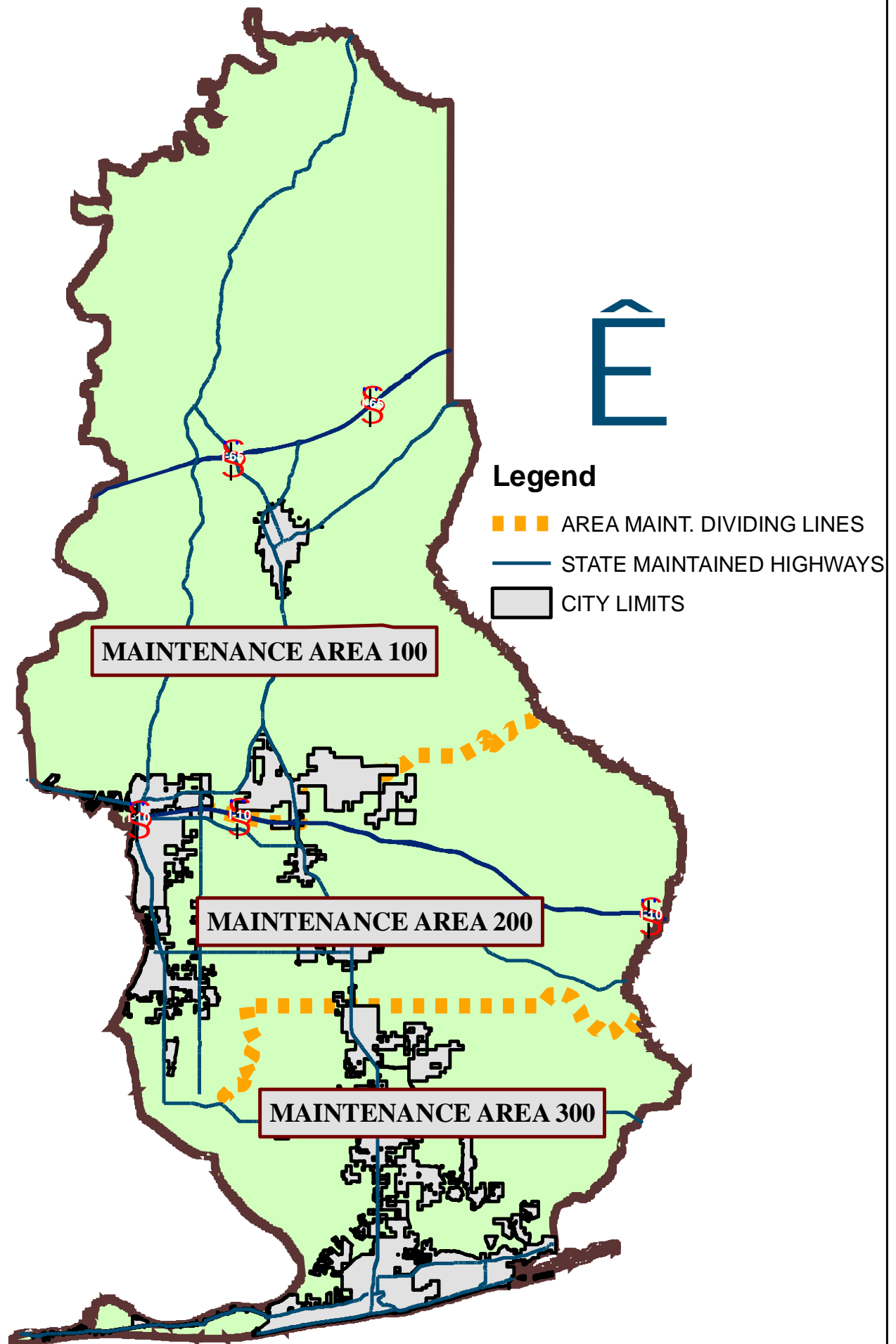
Email address: _____

Phone: _____

Fax: _____

Location for County to Pick-up Materials: _____

Dimensions L x W	Price per Square Foot DELIVERED	Price per Square Foot PICKED-UP
8' x 30'	_____	_____
8' x 40'	_____	_____
8' x 50'	_____	_____
12' x 30'	_____	_____
12' x 40'	_____	_____
12' x 50'	_____	_____
16' x 30'	_____	_____
16' x 40'	_____	_____
16' x 50'	_____	_____
Anchors	_____ Each	_____ Each





Baldwin County Commission

Agenda Action Form

File #: 21-0530, **Version:** 1

Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Highway Department Operations Manager

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-17 - Provision of Tree Removal and Disposal Services 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 Tree Removal and Disposal Services; 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 tree removal and disposal services.

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: 2/17/2021

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 #WG21-17 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 (2022 and 2023), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2021 contract with its intent to extend the contract. The prices for 2021 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 of 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.

TREE REMOVAL AND DISPOSAL

1. SCOPE

- The intent of the bid is to obtain a contract with a tree removal service in order to remove trees that county forces cannot remove.

2. PERSONAL QUALIFICATIONS

- Every member of the crew on the job site must have "Line Clearance" certifications.
- Company must have a certified ISA stationed in Baldwin County in order to direct crews.
- Every crew member must have all appropriate OSHA certifications.

3. RESPONSE TIME

- Contractor must have crews on job site within 36 hours after receiving Purchase Order, unless otherwise directed in writing by the Baldwin County Highway Supervisor.
- Under No Circumstance shall work be completed on weekends nor will overtime be used without prior approval from Baldwin County Highway Department.
- The Baldwin County Highway Department shall be notified 24 hours in advance of any tree removal services being performed to coordinate inspection personnel.

4. CREW SIZE AND EQUIPMENT

- Baldwin County Highway Department must approve crew size and equipment for each job.
- Any equipment not listed on the bid sheet shall be paid per Blue Book rates.
- Any saws and other hand tools shall be subsidiary items to the equipment hourly rates

- Contractor shall take great care not to damage any county property or private property. Any damages or repairs shall be the responsibility of the contractor.
- If the Baldwin County Highway Department is not satisfied with the quality or quantity of work being provided, the Department reserves the right to cancel contract or revert to next low bidder.
- All work shall be completed on Baldwin County maintained right-of-ways unless otherwise directed in writing by Baldwin County Highway Department.
- Any temporary work easements required to perform the job shall be the responsibilities of the contractor.
- Stump Grinding price shall include equipment, labor and materials
- Bid shall be evaluated based on a standard crew size listed below.

1 Aerial Lift 4x4
 1 Foreman
 1 Equipment Operator
 1 Trimmer

5. INVOICE BILLING

- Invoices must be broken down to show labor and equipment by unit prices separately.
- Billing rates shall include only on the job tree removal. All disposal costs shall be subsidiary to equipment rates.

BID #WG21-17 RESPONSE FORM

Provision of Tree Removal & Disposal Services

Page 1 of 2

Date: _____

Company Name: _____

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

Address: _____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

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

BID #WG21-17 RESPONSE FORM

Provision of Tree Removal & Disposal Services

Page 2 of 2

LABOR

	<u>BILLING RATE PER HOUR</u>	
	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
Standard Crew Size (1-Foreman, 1-Equipment Operator, 1-Trimmer)	_____	_____

EQUIPMENT

<u>DESCRIPTION</u>	<u>RATE PER HOUR</u>
Aerial Lift Big Foot 4x4	_____
Aerial Lift 4x4	_____
Aerial Lift 2WD	_____
Chipper	_____
Pickup	_____
Loader Truck 2-ton w/grapple & dump	_____

STUMP GRINDING

	<u>EACH</u>
6 in. Diameter to 11.99 in. Diameter	_____
12 in. Diameter to 23.99 in. Diameter	_____
24 in. Diameter to 47.99 in. Diameter	_____
48 in. Diameter and Greater	_____



Baldwin County Commission

Agenda Action Form

File #: 21-0497, **Version:** 1

Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Seth Peterson, Construction Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Baldwin County Resurfacing Projects 2021: Group 3/BCR-2021-3 and Group #3RA/BCR-2021-3RA

STAFF RECOMMENDATION

Due to the identification of a mathematical error listed in the Bid Award for Resurfacing Projects 2021: Group 3/BCR-2021-3 and Group #3RA-BCR-2021-3RA, take the following actions:

- 1) **RESCIND** the action taken by the Baldwin County Commission, during its February 2, 2021, regular meeting related to Agenda Item BE9 which awarded Group 3/BCR-2021-3 and Group #3RA/BCR- 2021-3RA to John G. Walton Construction Co., Inc.; in the bid amount of \$2,182,521.58 for Alternative 1 (all labor and materials); Construction Time: 30 working days for each group; and
- 2) **AWARD** the bid for Baldwin County Resurfacing Projects 2021: Group 3/BCR-2021-3 and Group #3RA/BCR-2021-3RA to the lowest bidder, John G. Walton Construction Co., Inc., in the bid amount of \$2,183,107.70 for Alternative 1 (all labor and materials); Construction Time: 30 working days for each group; and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Previous Commission action/date:

12/01/2020 meeting: 1) Authorized the Purchasing Director to place a competitive bid for Fiscal Year 2021 Resurfacing Projects (Group 3 and Group 3RA) as the design plans are completed; and 2) Authorized the Chairman to execute any project related documents.

2/02/2021 meeting: Awarded the bid for Baldwin County Resurfacing Projects 2021: Group 3/BCR-2021-3 and Group #3RA- BCR-2021-3RA to the lowest bidder, John G. Walton Construction Co., Inc., in the bid amount of \$2,182,521.58 for Alternative 1 (all labor and materials); Construction Time: 30 working days for each group; and authorized the Chairman to execute the Contract.

Background: Following the bid award for Baldwin County Resurfacing Projects 2021: Group 3/BCR-2021-3 and Group #3RA/BCR-2021-3RA, a mathematical error was discovered on the bid tabulation

and award listing. It was determined that the bid tabulation compiled for this project included an error on the low bidder's total bid amount. It was determined that \$586.12 was omitted when Highway was calculating the total bid for John G. Walton. After correction of the error the total bid amount for John G. Walton is \$2,183,107.70. The County Engineer, Joey Nunnally has submitted a corrected award recommendation letter, Bid Tabulation and Contracts that reflect the corrected bid amount.

FINANCIAL IMPACT

Total cost of recommendation: \$2,183,107.70

Budget line item(s) to be used: various project budgets

If this is not a budgeted expenditure, does the recommendation create a need for funding?
NA; Group 3 and 3RA represent an approved FY21 budget of \$2,435,350

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 02/17/2021

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 Contractor

Additional instructions/notes: N/A



BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220
SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 937-0371
FAX (251) 937-0201

*JOEY NUNNALLY, P.E.
COUNTY ENGINEER*

February 3, 2021

Baldwin County Commission
312 Courthouse Square
Bay Minette, AL 36507

Re: Baldwin County Resurfacing Projects FY 2021: Group 3 & 3RA
BCR-2021-3
BCR-2021-3RA
BALDWIN COUNTY
AREA 300

Dear Commissioners:

My office has thoroughly reviewed the bids taken on January 20, 2021, for the above referenced project.

John G. Walton Construction Co. Inc. was the low bidder under Alternative 1 (All labor and Materials) with a bid of \$2,183,107.70. The total cost for BCR-2021-3 and BCR-2021-3RA was estimated to be around \$2,434,349.

Each bid package has been reviewed for the inclusion of the appropriate bid bond and errors. The following errors are noted:

1. H.O Weaver had a mathematical error on Group 3 of (+\$0.04).
2. Ammons and Blackmon had a mathematical error on Group 3 of (+\$1157.00) and Group 3RA of (+0.01).

None of the errors changed the overall outcome of the lowest bidder.

Based on this information, it is my recommendation that the Baldwin County Commission award this contract to John G. Walton Construction Co. Inc.

If you have any questions or comments, please give me a call at 251-937-0371.

Sincerely,


Joey Nunnally, P.E.
County Engineer

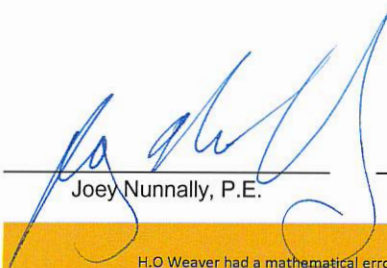
JN/sp/sa

ATTACHMENT
cc: File

BID TAB SUMMARY - RESURFACING GROUP 3 & 3RA (1/20/2021)					
	Indexed Asphalt Cost:	Ammons & Blackmon	Mobile Asphalt	John G. Walton	H.O. Weaver
Alternate 1 - Twenty three Roads - All Labor and Material	N/A	TOTAL: No Bid	TOTAL: No Bid	TOTAL: \$ 2,183,107.70	TOTAL: \$ 2,412,569.21
Alternate 2 - Twenty three Roads - All Labor and Material Except County Shall Provide Plant Mix	\$ 1,847,743.23	Lay Down: \$ 437,969.66 TOTAL: \$ 2,285,712.89	Lay Down: \$ 477,356.19 TOTAL: \$ 2,325,099.42	Lay Down: \$ - TOTAL: No Bid	Lay Down: \$ - TOTAL: No Bid
Bid Bond Included		Yes	Yes	Yes	Yes
Contract Included		Yes	Yes	Yes	Yes
Lowest Bid Amount					
Alternate 1 (All Labor and Material)	\$ 2,183,107.70	John G. Walton Construction Co. Inc. was the lowest bidder			

ENGINEER'S CERTIFICATE:

I, JOEY NUNNALLY, P.E., COUNTY ENGINEER, HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT BID TABULATION FOR THE ABOVE REFERENCED PROJECT.



 Joey Nunnally, P.E.

2/4/21

 Date

H.O Weaver had a mathematical error on Group 3 of (+\$0.04). Ammons and Blackmon had a mathematical error on Group 3 of (+\$1157.00) and Group 3RA of (+0.01). None of the errors changed the overall outcome of the lowest bidder.

ITEM IX

CONTRACT FOR CONSTRUCTION SERVICES

State of Alabama)

County of Baldwin)

This Contract for Construction Services (hereinafter referred to as "Contract") is made and entered into by and between the County of Baldwin, acting by and through its governing body, the Baldwin County Commission (hereinafter referred to as "COUNTY"), and John G. Walton Construction Co Inc., (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission at its 02/02/2021 meeting awarded the bid for the resurfacing of several Baldwin County road projects hereinafter referred to as **BALDWIN COUNTY RESURFACING PROJECTS 2021: Group # 3/BCR-2021-3** to John G. Walton Construction Co Inc., in the amount of EIGHT HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND EIGHTY-FIVE CENTS (\$836,575.85) with a completion time of **THIRTY (30) WORKING DAYS**;

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

- I. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out. Time is of the essence for all provisions of this Contract.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and

warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

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

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

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

PROVIDER: John G. Walton Construction Co. Inc.
P.O. Box 81222
Mobile, Alabama 36689

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

- XV. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and conditions being expressly incorporated herein by reference, and without limitation will encompass:

The work consists of properly performing the following tasks in accordance with the plans, specifications, regulations, codes and good engineering and construction practices:

**FOR CONSTRUCTION OF BALDWIN COUNTY RESURFACING PROJECTS
2021: Group # 3/BCR-2021-3;**

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

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

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

ATTACHMENTS:

The exhibits and/or attachments listed below are specifically included as a necessary part of this Contract, and the same shall not be complete without such items, to wit:

- **Construction Plans for BALDWIN COUNTY RESURFACING PROJECTS 2021: Group # 3/BCR-2021-3**
- **Scope of Work**
- **Baldwin County Asphalt Specification # WG20-48**

County and Provider/Contractor jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Contract noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

XVI. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY 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 subject to the terms set out below.

XVII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving fifteen (15) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

XIX. Direct Expenses. Compensation to PROVIDER for work shall be paid on contract unit prices for work completed by Provider upon approval of the County Engineer. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XX. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment

for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

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

In making the partial payments, there shall be retained not more than **five percent** of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and **after 50 percent completion** has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract unless the escrow or deposit arrangement as described in Code of Alabama 1975 Section 39-2-12 subsections (f) and (g) is utilized. Provided, however, no retainage shall be withheld on contracts entered into by the Alabama Department of Transportation for the construction or maintenance of public highways, bridges, or roads.

Upon completion of work, the contractor must advertise for 30 days, once per week for 4 straight weeks in a newspaper of general circulation and provide proof of advertisement. Final payment will be made 30 days after the last day of advertisement.

- XXI. Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The Contractor shall have **THIRTY (30) WORKING DAYS** after the notification to proceed to complete the work. The contract shall terminate upon either the expiration of no more than **THIRTY (30) WORKING DAYS** after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the County. [Nothing herein stated shall prohibit the County from otherwise terminating this Contract according to the provisions herein.]
- XXII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIII. Indemnification. Provider shall indemnify, defend and hold the County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.
- XXIV. Number of Originals. This Contract shall be executed with three (3) originals, all of

which are equally valid as an original.

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

XXVI. Insurance. The Provider shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. (Note: The Provider shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

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

A. Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the term of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

B. Value of Surety. The bond and/or surety guarantee shall be of an amount equal

to or greater than 100 percent of the total cost identified in the bid response.

C. Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract or as set forth in the Project Bid Requirements. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

D. Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent, and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

XXVIII. Liquidated Damages

Liquidated damages will be assessed according to the Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition, Section 108.11.

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Sections 39-1-1, et seq., Code of Alabama (1975), as amended. More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

"(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . . §39-1-1(f) Code of Alabama (1975), as amended.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the

contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

XXIX. The public works project which is the subject of this invitation to bid is funded by County funding.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

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

COUNTY
BALDWIN COUNTY COMMISSION

ATTEST:

_____/_____
Chairman /Date

_____/_____
County Administrator /Date

PROVIDER:

_____/_____:

By _____/Date

Its _____

NOTARY PAGE TO FOLLOW:

State of Alabama)
County of Baldwin)

I, _____, Notary Public in and for said County and State,
hereby certify that _____, as **Chairman** of the **Baldwin County
Commission**, and _____, as **County Administrator** of the
Baldwin County Commission, whose names are signed to the foregoing in that capacity, and
who are known to me, acknowledged before me on this day that, being informed of the contents
of the foregoing, they executed the same voluntarily on the day the same bears date for and as an
act of the Baldwin County Commission.

GIVEN under my hand and seal on this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

State of Alabama)
County of _____)

I, _____, Notary Public in and for said County and
State, hereby certify that _____, as _____ of
_____, a _____ whose name is signed to
the foregoing in that capacity, and who is known to me, acknowledged before me on this day that,
being informed of the contents of the foregoing, he/she executed the same voluntarily on the
day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

ITEM IX

CONTRACT FOR CONSTRUCTION SERVICES

State of Alabama)
County of Baldwin)

This Contract for Construction Services (hereinafter referred to as "Contract") is made and entered into by and between the County of Baldwin, acting by and through its governing body, the Baldwin County Commission (hereinafter referred to as "COUNTY"), and John G. Walton Construction Co., Inc., (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission at its 02/02/2021 meeting awarded the bid for the resurfacing of several Baldwin County road projects hereinafter referred to as **BALDWIN COUNTY RESURFACING PROJECTS 2021: Group # 3RA/BCR-2021-3RA** to John G. Walton Construction Co., Inc., in the amount of ONE MILLION THREE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS AND EIGHTY-FIVE CENTS (\$1,346,531.85) with a completion time of **THIRTY (30) WORKING DAYS**.

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

- I. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out. Time is of the essence for all provisions of this Contract.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without

interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

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

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

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

PROVIDER: John G Walton Construction Co., Inc.
P.O. Box 81222
Mobile, Al 36689

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

- XV. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and conditions being expressly incorporated herein by reference, and without limitation will encompass:

The work consists of properly performing the following tasks in accordance with the plans, specifications, regulations, codes and good engineering and construction practices:

**FOR CONSTRUCTION OF BALDWIN COUNTY RESURFACING PROJECTS
2021: Group # 3RA/BCR-2021-3RA:**

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

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

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

ATTACHMENTS:

The exhibits and/or attachments listed below are specifically included as a necessary part of this Contract, and the same shall not be complete without such items, to wit:

- **Construction Plans for BALDWIN COUNTY RESURFACING PROJECTS 2021: Group # 3RA/BCR-2021-3RA**
- **Scope of Work**
- **Baldwin County Asphalt Specification # WG20-48**

County and Provider/Contractor jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Contract noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

XVI. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY 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 subject to the terms set out below.

XVII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving fifteen (15) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

XIX. Direct Expenses. Compensation to PROVIDER for work shall be paid on contract unit prices for work completed by Provider upon approval of the County Engineer. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XX. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment

for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

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

In making the partial payments, there shall be retained not more than **five percent** of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and **after 50 percent completion** has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract unless the escrow or deposit arrangement as described in Code of Alabama 1975 Section 39-2-12 subsections (f) and (g) is utilized. Provided, however, no retainage shall be withheld on contracts entered into by the Alabama Department of Transportation for the construction or maintenance of public highways, bridges, or roads.

Upon completion of work, the contractor must advertise for 30 days, once per week for 4 straight weeks in a newspaper of general circulation and provide proof of advertisement. Final payment will be made 30 days after the last day of advertisement.

- XXI. Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The Contractor shall have **THIRTY (30) WORKING DAYS** after the notification to proceed to complete the work. The contract shall terminate upon either the expiration of no more than **THIRTY (30) WORKING DAYS** after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the County. [Nothing herein stated shall prohibit the County from otherwise terminating this Contract according to the provisions herein.]
- XXII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIII. Indemnification. Provider shall indemnify, defend and hold the County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.
- XXIV. Number of Originals. This Contract shall be executed with three (3) originals, all of

which are equally valid as an original.

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

XXVI. Insurance. The Provider shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. (Note: The Provider shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

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

A. Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the term of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

B. Value of Surety. The bond and/or surety guarantee shall be of an amount equal

to or greater than 100 percent of the total cost identified in the bid response.

C. Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract or as set forth in the Project Bid Requirements. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

D. Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent, and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

XXVIII. Liquidated Damages

Liquidated damages will be assessed according to the Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition, Section 108.11.

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Sections 39-1-1, et seq., Code of Alabama (1975), as amended. More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

"(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . . §39-1-1(f) Code of Alabama (1975), as amended.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the

contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

XXIX. The public works project which is the subject of this invitation to bid is funded by County funding.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

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

COUNTY
BALDWIN COUNTY COMMISSION

ATTEST:

_____/_____
Chairman /Date

_____/_____
County Administrator /Date

PROVIDER:

_____/_____:

By _____/Date

Its _____

NOTARY PAGE TO FOLLOW:

State of Alabama)
County of Baldwin)

I, _____, Notary Public in and for said County and State,
hereby certify that _____, as **Chairman** of the **Baldwin County
Commission**, and _____, as **County Administrator** of the
Baldwin County Commission, whose names are signed to the foregoing in that capacity, and
who are known to me, acknowledged before me on this day that, being informed of the contents
of the foregoing, they executed the same voluntarily on the day the same bears date for and as an
act of the Baldwin County Commission.

GIVEN under my hand and seal on this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

State of Alabama)
County of _____)

I, _____, Notary Public in and for said County and
State, hereby certify that _____, as _____ of
_____, a _____ whose name is signed to
the foregoing in that capacity, and who is known to me, acknowledged before me on this day that,
being informed of the contents of the foregoing, he/she executed the same voluntarily on the
day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

State of Alabama,) ss

County of Jefferson)

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

The Birmingham News 12/25, 01/01, 01/08/2021

Principal Clerk of the Publisher

Sworn to and subscribed before me this 11th day of January 2021

Notary Public



ITEM I

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama 36507, until **10:00 AM on January 20, 2021**, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

BALDWIN COUNTY RESURFACING PROJECTS 2021: Group # 3/BCR-2021-3

HW21082000	GILLEY RD	FROM	CR-93 TO EOM
HW21045000	FAIRCLOTH RD	FROM	CR-91 TO JONES RD
HW21040000	SCHOEN RD	FROM	BREMAN RD TO EOM
HW21046000	WESLEY PATE RD	FROM	CR-87 TO EOM
HW21041000	CHATELAINE RD	FROM	CR-87 TO EOM
HW21039000	CRAWFORD RD	FROM	CR-20 TO EOM
HW21036000	OAK RD WEST	FROM	SR-59 WEST FOR 1.46 MILES
HW21037000	CR-6	FROM	CR-4 TO OAK RD WEST
HW21038000	LACEY CIR	FROM	CR-32 TO EOM
HW21047000	MILLER PIT RD	FROM	CR-9 TO EOM
HW21048000	HONEY RD	FROM	CR-9 TO EOM
HW21049000	HONEY RD EXT	FROM	HONEY RD TO EOM
HW21050000	SINGLETON LN	FROM	JUNIPER LN TO EOM
HW21052000	JUNIPER LN	FROM	CR-9 TO EOM
HW21051000	WRANGLER RD	FROM	JUNIPER LN TO EOM
HW21053000	SOUTHWORTH RD	FROM	CR-9 TO EOM
HW21060000	OAK HILL DR	FROM	UNDERWOOD RD TO EOM

The estimated total tonnage of bituminous plant mix for Group 3 is approximately 11,112 tons. Details concerning these roads and a map of their locations are included within the Contract Documents. The construction start date will be on or about April 1, 2021. If the Contractor wishes to begin work early, approval from Baldwin County must be obtained first.

THIRTY (30) WORKING DAYS are allowed for the construction of Group 3/ BCR-2021-3.

BALDWIN COUNTY RESURFACING PROJECTS 2021: Group # 3RA/BCR-2021-3RA

HW21089000	BREMAN RD	FROM	FRANK RD TO US-98
HW21090000	FRANK RD	FROM	CR-87 TO CR-95
HW21085000	CR-20 S	FROM	HICKORY ST S TO SR-59
HW21087000	CR-83	FROM	CR-32 TO CR-36
HW21088000	CR-32	FROM	FISH RIVE TO SR-59
HW21086000	CR-55	FROM	CR-32 TO SR-104

The estimated total tonnage of bituminous plant mix for Group 3RA is approximately 21,047 tons. Details concerning these roads and a map of their locations are included within the Contract Documents. The construction start date will be on or about April 1, 2021. If the Contractor wishes to begin work early, approval from Baldwin County must be obtained first.

THIRTY (30) WORKING DAYS are allowed for the construction of Group 3RA/ BCR-2021-3RA

A Working Day is defined as any calendar day from midnight to midnight, exclusive of Sundays and Legal Holidays, on which the Contractor could proceed with construction operations. Bad weather days may be considered non-working days at Baldwin County's discretion.

This bid is intended to comply with the Rebuild Alabama Act, No. 2019-2, and the Code of Alabama, Title 39, Alabama Public Works Law. Bidders shall comply with the provisions of the Rebuild Alabama Act, No. 2019-2 and Title 39 of the Code of Alabama, Public Works Law regardless if the requirement is explicitly detailed in the bid proposal or not.

Only bids from contractors and material suppliers listed on the Alabama Department of Transportation (ALDOT) approved list will be accepted.

The contractor shall meet all Alabama Department of Transportation (ALDOT) Bonding and Licensing requirements, as well as all applicable laws, ordinances, and codes of the U.S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act

All bids must be on blank forms provided in the Specifications and submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Baldwin County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than fifty thousand dollars, shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

Group 3 and Group 3RA will be awarded to the lowest overall responsible bidder. It is the intent of the County to award both groups to one (1) bidder.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Specifications are on file and may be obtained in the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Plans and specifications may be obtained by contacting Eric Edwards at eric.edwards@baldwin-county.al.gov or 251-937-0371 EXT:2919. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on January 13, 2021, at 10:00AM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34 of the Code of Alabama (1975). In addition, non-residents of the State, if a corporation or any other entity, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, if required by law.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama.

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Joe Davis, III

Chairman, Baldwin County Commission

Bham News: Dec. 25, 2020; Jan. 1, 8, 2021

A5527183-01

State of Alabama,) ss

County of Mobile)

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

Press Register 12/25, 01/01, 01/08/2021

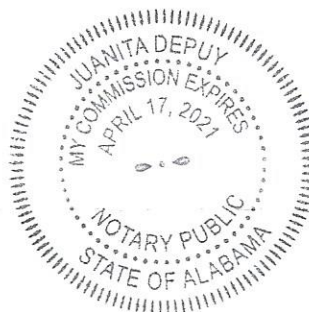
Catherine Copas

Principal Clerk of the Publisher

Sworn to and subscribed before me this 11th day of January 2021

Juanita Depuy

Notary Public



ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama 36507, until 10:00 AM on January 20, 2021, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

BALDWIN COUNTY RESURFACING PROJECTS

2021: Group # 3/BCR-2021-3
HW21082000 GILLEY RD FROM CR-93 TO EOM
HW21045000 FAIRCLOTH RD FROM CR-91 TO JONES RD
HW21040000 SCHOEN RD FROM BREMAN RD TO EOM
HW21046000 WESLEY PATE RD FROM CR-87 TO EOM
HW21041000 CHATELAINE RD FROM CR-87 TO EOM
HW21039000 CRAWFORD RD FROM CR-20 TO EOM
HW21036000 OAK RD WEST FROM SR-59 WEST FOR 1.46 MILES
HW21037000 CR-6 FROM CR-4 TO OAK RD WEST
HW21038000 LACEY CIR FROM CR-32 TO EOM
HW21047000 MILLER PIT RD FROM CR-9 TO EOM
HW21048000 HONEY RD FROM CR-9 TO EOM
HW21049000 HONEY RD EXT FROM HONEY RD TO EOM
HW21050000 SINGLETON LN FROM JUNIPER LN TO EOM
HW21052000 JUNIPER LN FROM CR-9 TO EOM
HW21051000 WRANGLER RD FROM JUNIPER LN TO EOM
HW21053000 SOUTHWORTH RD FROM CR-9 TO EOM
HW21060000 OAK HILL DR FROM UNDERWOOD RD TO EOM

The estimated total tonnage of bituminous plant mix for Group 3 is approximately 11,112 tons. Details concerning these roads and a map of their locations are included within the Contract Documents. The construction start date will be on or about April 1, 2021. If the Contractor wishes to begin work early, approval from Baldwin County must be obtained first.

THIRTY (30) WORKING DAYS are allowed for the construction of Group 3/ BCR-2021-3.

BALDWIN COUNTY RESURFACING PROJECTS

2021: Group # 3RA/BCR-2021-3RA
HW21089000 BREMAN RD FROM FRANK RD TO US-98
HW21090000 FRANK RD FROM CR-87 TO CR-95
HW21085000 CR-20 S FROM HICKORY ST S TO SR-59
HW21087000 CR-83 FROM CR-32 TO CR-36
HW21088000 CR-32 FROM FISH RIVE TO SR-59
HW21086000 CR-55 FROM CR-32 TO SR-104

The estimated total tonnage of bituminous plant mix for Group 3RA is approximately 21,047 tons. Details concerning these roads and a map of their locations are included within the Contract Documents. The construction start date will be on or about April 1, 2021. If the Contractor wishes to begin work early, approval from Baldwin County must be obtained first.

THIRTY (30) WORKING DAYS are allowed for the construction of Group 3RA/ BCR-2021-3RA

A Working Day is defined as any calendar day from midnight to midnight, exclusive of Sundays and Legal Holidays, on which the Contractor could proceed with construction operations. Bad weather days may be considered non-working days at Baldwin County's discretion.

This bid is intended to comply with the Rebuild Alabama Act, No. 2019-2, and the Code of Alabama, Title 39, Alabama Public Works Law. Bidders shall comply with the provisions of the Rebuild Alabama Act, No. 2019-2 and Title 39 of the Code of Alabama, Public Works Law regardless if the requirement is explicitly detailed in the bid proposal or not.

Only bids from contractors and material suppliers listed on the Alabama Department of Transportation (ALDOT) approved list will be accepted.

The contractor shall meet all Alabama Department of Transportation (ALDOT) Bonding and Licensing requirements, as well as all applicable laws, ordinances, and codes of the U.S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Reason-Hammond Alabama Taxpayer and

Consumer Protection Act, commonly referred to as the Immigration Act

All bids must be on blank forms provided in the Specifications and submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Baldwin County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than fifty thousand dollars, shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

Group 3 and Group 3RA will be awarded to the lowest overall responsible bidder. It is the intent of the County to award both groups to one (1) bidder.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Specifications are on file and may be obtained in the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Plans and specifications may be obtained by contacting Eric Edwards at eric.edwards@baldwincounty.gov or 251-937-0371 EXT:2919. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

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This shall include evidence of holding a cur-
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Commission of Baldwin County, Alabama.

COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA

Joe Davis, III
Chairman, Baldwin County Commission

PRESS REGISTER

December 25, 2020, January 1, 8, 2021

choose to know

Montgomery Advertiser
montgomeryadvertiser.com

Daily-Montgomery, Montgomery County, AL

TO: BALDWIN COUNTY COMMISSION
312 COURTHOUSE SQ STE 11
BAY MINETTE, AL 36507-4809

Acct #: MGM-129185

PROOF OF PUBLICATION

State of Alabama

County of Montgomery:

Before the undersigned authority personally appeared said Legal Clerk who on oath, says that he/she is a personal representative of the *Montgomery Advertiser*, a daily newspaper published in Montgomery, Alabama: that the attached copy of advertisement, being a Legal in the matter of:

Ad Number: GC10558196

Was published in said newspaper in the issue(s) of:

MGM-Montgomery Advertiser

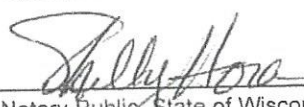
12/25/2020, 01/01/2021, 01/08/2021

Affiant further says that the said *Montgomery Advertiser* is a newspaper published in said Montgomery County, Alabama, and that the said newspaper has heretofore been published in said Montgomery County, Alabama, and has been entered as second class matter at the Post Office in said Montgomery County, Alabama, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Now due on said account is \$5,884.32


Legal Clerk

Subscribe and sworn before me this 22nd day of January, 2021


Notary Public, State of Wisconsin, County of Brown

8-25-23
My Commission expires

SHELLY HORA
Notary Public
State of Wisconsin

**ITEM 1
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COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Joe Davis, III
Chairman, Baldwin County Commission



Baldwin County Commission

Agenda Action Form

File #: 21-0482, **Version:** 1

Item #: BE6

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Development and Environmental Director/Daniel Wells, CDG Engineers & Associates, Inc.

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Construction of a New Baldwin County MacBride Landfill Modular Scale Office Building Located in Loxley, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to **Quick Buildings Modular, LLC, in the amount of \$154,500.00; Completion Time: 90 Calendar Days**; for the construction of a new Baldwin County MacBride Landfill Modular Scale Office Building located in Loxley, Alabama and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Previous Commission action/date:

10/20/2020 meeting: Approved the final design of the Baldwin County MacBride Landfill Modular Scale Office Building located in Loxley and authorized the Purchasing Director and Engineer to bid the project.

1/05/2021 meeting: Authorized the Purchasing Director and the Engineer to re-bid for the construction of a new Baldwin County MacBride Landfill Modular Scale Office Building located in Loxley, Alabama.

Background: Bids were opened in the Purchasing Conference Room on January 28, 2021 at 10:00 A.M. Two (2) bids were received. The lowest bid was received from Quick Buildings Modular, LLC, in the amount of \$154,500.00. The Engineer, Daniel Wells, with CDG Engineers and Associates, Inc., has reviewed the bid response and has submitted the certified Bid Tabulation and a letter recommending that the bid be awarded to the lowest responsive bidder, Quick Building Modular, LLC, in the amount of \$154,500.00. This project was budgeted in FY2019. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: \$154,500.00

Budget line item(s) to be used: 51054330.55240

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

This expense was budgeted in FY19 but not rolled forward. Budget staff will determine at a later date if a budget amendment is needed.

LEGAL IMPACT

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

Standard County Construction Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 2/17/2021

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

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

Letter to Bidders

Additional instructions/notes: N/A



Engineering. Environmental. Answers.

1840 East Three Notch Street
Andalusia, AL 36421
Post Office Box 278
Andalusia, AL 36420
Tel (334) 222-9431
Fax (334) 222-4018

www.cdge.com

January 28, 2021

Hon. Joe Davis, III, Chairman
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, Alabama 36507

**Re: Recommendation of Award
MacBride Landfill Scalehouse**

Dear Chairman Davis:

We have reviewed the bids that were submitted on January 28, 2021 for the referenced project. We recommend that the contract be awarded to the lowest responsive bidder for the total amount of bid as follows:

Quick Buildings Modular, LLC.....\$154,500.00

If you should have any questions or need any additional information, please feel free to give us call.

Sincerely,

CDG Engineers & Associates, Inc.

R. Daniel Wells, P.E.
Principal Engineer

DW/mw

ALBERTVILLE

ANDALUSIA

AUBURN

DOTHAN

GADSDEN

HOOVER

HUNTSVILLE

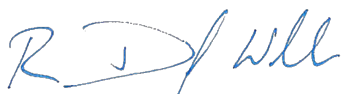
**BID TABULATION
MACBRIDE LANDFILL SCALEHOUSE
BALDWIN COUNTY COMMISSION
BAY MINETTE, ALABAMA
JANUARY 28, 2021 @ 11:00 A.M.**

**QUICK BUILDINGS MODULAR,
LLC**

PEARSONS SERVICES CORP

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	Landfill Scalehouse	1	L.S.	\$154,500.00	\$154,500.00	\$208,897.00	\$208,897.00
TOTAL AMOUNT OF BID					\$154,500.00		\$208,897.00

CERTIFIED TRUE AND CORRECT



R. Daniel Wells, P.E.
Ala. Reg. P.E. 27032-E

State of Alabama)
County of Baldwin)

CONTRACT FOR CONSTRUCTION SERVICES

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

The bid specifications are fully set forth as part of this contract.

WITNESSETH:

Whereas the Baldwin County Commission has authorized staff to solicit bids for the construction of the MacBride Landfill Modular Scale Office Building Located in Loxley, Alabama; and

Whereas the Baldwin County Commission desires to award this Contract for Construction Services.

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

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

- i. COUNTY: Baldwin County, Alabama.
- ii. COMMISSION: Baldwin County Commission.
- iii. PROVIDER: Quick Buildings Modular, LLC

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

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

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

- V. **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 possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.
- VI. **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.
- VII. **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.
- VIII. **Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- IX. **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 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.
- X. **No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- XI. **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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- XII. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XIII. 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.
- XIV. 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.
- XV. 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.
- XVI. 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: Quick Buildings Modular, LLC
c/o Jane Conkin
703 Merwina Avenue
Mobile, Alabama 36606

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

- XVII. 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 the Specifications and Contract Documents entitled MacBride Landfill Modular Scale Office dated January 2021, the same being expressly incorporated herein by reference, and without limitations will encompass:

The work consists of properly performing the following tasks in accordance with the plans, specifications, regulations, codes, and good engineering and construction practices:

The work to be performed by the Contractor under this Contract generally consists of the following tasks in the order shown:

Construction of a Modular Scale Office and related appurtenances.

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

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

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.

XVIII. General Responsibilities of the COUNTY.

i. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

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

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

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

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

XXI. Direct Expenses. Compensation to PROVIDER for work shall be paid **on a unit price basis as identified in the Bid Form submitted by the PROVIDER dated January 28, 2021.** 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.

XXII. 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.

XXIII. Performance of Work/Liquidated Damages.

i. Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

ii. Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed in **ninety (90)** calendar days from date all submittals are approved.

B. The contract commences to run as provided in paragraph 2.03 of the General Conditions, and project shall be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **one hundred twenty (120)** calendar days after the date when the Contract Time commences to run.

iii. Liquidated Damages

CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **liquidated damages in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition, Section 108.11 – Schedule of Liquidated Damages, Calendar Day basis** for each day that expires

after the time specified for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

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

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

XXVI. Number of Originals. This Agreement shall be executed with three originals, both of which are equally valid as an original.

XXVII: Insurance: Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and nonowned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination, or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such

insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available.

XXVIII: SURETY

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

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

(b) Value of Surety. The performance bond and/or surety guarantee shall be in the amount equal to 100 percent of the total cost identified in the bid response. The payment bond and/or surety guarantee shall be in the amount equal to 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Agreement. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Agreement. In the event that the bond and/or surety guarantee is in conflict with this Agreement, this Agreement shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Agreement.

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

COUNTY

ATTEST:

_____/_____
JOE DAVIS, III Date
Chairman

_____/_____
WAYNE DYESS Date
County Administrator

State of Alabama)

County of Baldwin)

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

Given under my hand and official seal, this the day of _____, 2021.

Notary Public
My Commission Expires

Signature and Notaries to Follow

CONTRACTOR:

Quick Buildings Modular, LLC

_____/_____
JANE CONKIN Date
Managing Member

State of _____)

County of _____)

I, _____, a Notary Public in and for said County and State, hereby certify that Jane Conkin whose name as Managing Member of Quick Buildings Modular, LLC is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she executed the same voluntarily on the day the same bears date for and as an act of said Contractor.

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires

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

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:

01/13/2021, 01/20/2021, 01/27/2021

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 01/27/2021.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 319905

MacBride Landfill Scalehouse

Amount of Ad: \$710.94

Legal File# MacBride Landfi

INVITATION TO BID

Project: MacBride Landfill
Scalehouse

Owner: Baldwin County
Commission

Engineer: CDG Engineers &
Associates, Inc.

Sealed bids will be received, opened, and publicly read by the Owner for the referenced Project. The Owner will receive Bids until 11:00 a.m., on Thursday, January 28, 2021. The bid opening will be held at the offices of Baldwin County Commission, located at Annex III, 257 Hand Avenue, Bay Minette, Alabama.

Unit price shall include supply and setup of all above ground and below ground infrastructure, to include utility connections, as described on the plans and in section 02000 Special Provisions related to the proposed Scale House. The awarded Contractor shall submit detailed shop drawings stamped by a Professional Engineer in the state in which project is located for approval by Owner that includes schedules for style and color options to be selected. Unless otherwise accounted for in other items of work.

Payment will be made on a lump sum basis. The Owner requires the Project to be completed in ninety (90) calendar days from date all submittals are approved.

Bidding Documents may be obtained by contacting CDG Engineers and Associates, Inc. at (334) 222-9431 or michelle.wilson@cdge.com. Cost of plans are \$80.00 of a non-refundable deposit for one set or can be electronically dispersed at no charge.

Bidders will be required to provide Bid security in the form of a Bid Bond or cashier's check in the amount of a sum no less than five (5) percent of the Bid Price but not more than \$10,000.00.

All bids must be submitted in a sealed envelope bearing on the outside the name of the bidder, bidder's license number, address, and name of the project.

Your Bid will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The attention of bidders is called to the provisions of State Law Governing General Contractors, as set forth in Title 34, Chapter 8, Article 1, Code of Alabama of 1975, as amended; and the provisions of said law shall govern bidders insofar as it is applicable. The above-mentioned provisions of the Code make it illegal for the Owner to consider a bid from anyone who is not properly licensed under such code provisions. In addition, bidders must carry the municipal and utility construction classification as listed in the latest edition of the Roster of the State Licensing Board for General Contractors, Montgomery, Alabama. The Owner, therefore, will not consider any bid unless the bidder produces evidence that he is so licensed. Neither will the Owner enter a Contract with a foreign corporation which is not qualified under State Law to do business in the State of Alabama.

The attention of nonresident bidders is called to the provisions of Alabama Law, Title 39,

Chapter 3, Code of Alabama 1975, as amended, relating to preference to be given to resident contractors in Alabama over nonresident contractors in the award of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident contractor, and to the requirements that the bid documents tendered by any nonresident contractor must be accompanied by "a written opinion of an attorney-at-law licensed to practice law in such nonresident contractor's state of domicile as to the preference, in any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts".

Each Bidder, and each Subcontractor, is required to complete and submit Document 00450 - Affidavit of Immigration Compliance along with their E-Verify Program Memorandum of Understanding at the time of the Bid. No Contract will be awarded to any Bidder who does not submit the required Immigration Compliance documents.

Contractor will be required to provide two (2) Owner's Protective Liability Policies. Named Insured shall be as follows:

1. Baldwin County Commission
 2. CDG Engineers & Associates, Inc.
- See Section 00700 - General Conditions for full details.

The Owner reserves the right to accept or reject any or all Bids.

Joe Davis, III, Chairman
Baldwin County Commission
January 13-20-27, 2021

State of Alabama,) ss

County of Mobile)

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

Press Register 01/13, 01/20, 01/27/2021

Catherine Copas

Principal Clerk of the Publisher

Sworn to and subscribed before me this 29th day of January 2021

Juanita Depuy

Notary Public



INVITATION TO BID

Project: MacBride Landfill Scalehouse
Owner: Baldwin County Commission
Engineer: CDG Engineers & Associates, Inc.
Sealed bids will be received, opened, and publicly read by the Owner for the referenced Project. The Owner will receive Bids until 11:00 a.m., on Thursday, January 28, 2021. The bid opening will be held at the offices of Baldwin County Commission, located at Annex III, 257 Hand Avenue, Bay Minette, Alabama

Unit price shall include supply and setup of all above ground and below ground infrastructure, to include utility connections, as described on the plans and in section 02000 Special Provisions related to the proposed Scale House. The awarded Contractor shall submit detailed shop drawings stamped by a Professional Engineer in the state in which project is located for approval by Owner that includes schedules for style and color options to be selected. Unless otherwise accounted for in other items of work.

Payment will be made on a lump sum basis. The Owner requires the Project to be completed in ninety (90) calendar days from date all submittals are approved.

Bidding Documents may be obtained by contacting CDG Engineers and Associates, Inc. at (334) 222-9431 or michelle.wilson@cdge.com. Cost of plans are \$80.00 of a non-refundable deposit for one set or can be electronically dispersed at no charge.

Bidders will be required to provide Bid security in the form of a Bid Bond or cashier's check in the amount of a sum no less than five (5) percent of the Bid Price but not more than \$10,000.00

All bids must be submitted in a sealed envelope bearing on the outside the name of the bidder, bidder's license number, address, and name of the project.

Your Bid will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

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Licensing Board for General Contractors, Montgomery, Alabama. The Owner, therefore, will not consider any bid unless the bidder produces evidence that he is so licensed. Neither will the Owner enter a Contract with a foreign corporation which is not qualified under State Law to do business in the State of Alabama.

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1. Baldwin County Commission
 2. CDG Engineers & Associates, Inc.
- See Section 00700 - General Conditions for full details.

The Owner reserves the right to accept or reject any or all Bids
Joe Davis, III, Chairman
Baldwin County Commission
PRESS REGISTER
January 13, 20, 27, 2021



Baldwin County Commission

Agenda Action Form

File #: 21-0483, **Version:** 1

Item #: BE7

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

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

Quote for Guardrail Replacement at County Road 87 Bridge over the Tributary to Three Mile Creek for the Baldwin County Commission

STAFF RECOMMENDATION

Award the quote to **C&H Construction Services, LLC** in the amount of **\$40,073.00** for the replacement of guardrails at the County Road 87 bridge over the tributary to Three Mile Creek and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Highway Department staff solicited quotes for the replacement of guardrails at the County Road 87 bridge over the tributary to Three Mile Creek. The only quote received was from C & H Construction Services, LLC. Highway Department staff recently became aware that an existing guardrail located at this bridge is blocking access to an adjacent property. The property has no other access alternative; therefore, the existing guardrail must be removed and an impact attenuator installed in order to remain compliant with traffic safety standards.

FINANCIAL IMPACT

Total cost of recommendation: \$40,073.00

Budget line item(s) to be used: HW21131000

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

The project wasn't originally budgeted, but the Highway Department will be moving funding from project 0206119 (in Munis - 11153000.51500) to cover the cost.

LEGAL IMPACT

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

Standard County Public Works Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 02/17/2021

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

State of Alabama)
County of Baldwin)

CONTRACT FOR PUBLIC WORKS SERVICES

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

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained a quote for guardrail replacement at the County Road 87 Bridge over the Tributary to Three Mile Creek; and

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

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

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

- i. COUNTY: Baldwin County, Alabama
- ii. COMMISSION: Baldwin County Commission
- iii. PROVIDER: C & H Construction Services, LLC

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

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

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

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

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER

does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

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

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

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

XIII. 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: C & H Construction Services, LLC
PO Box 2252
Daphne, AL 36526

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

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

"Quote for Guardrail Replacement at the County Road 87 Bridge over the Tributary to Three Mile Creek" as described in "Attachment A."

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

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

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

XVII. General Responsibilities of the COUNTY.

i. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

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

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid **\$40,073.00**. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective upon the same date as its full execution and commence within fifteen (15) days from the Notice to Proceed and shall terminate upon either five (5) days following the commencement of work or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

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

action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

_____/_____
JOE DAVIS III, Chairman /Date

_____/_____
Wayne Dyess /Date
County Administrator

State of Alabama)

County of Baldwin)

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

Given under my hand and official seal, this the day of _____, 2021.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

C & H Construction Services, LLC

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

I, _____, Notary Public in and for said County and State, hereby
certify that _____ as _____ of C & H Construction Services,
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 Contract for
Professional and Construction Services, executed the same voluntarily on the day the same bears
date for and as an act of said C & H Construction Services, LLC.

GIVEN under my hand and seal on this the _____ day of _____, 2021

Notary Public
My Commission Expires



BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220

SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 937-0371

FAX (251) 937-0201

JOEY NUNNALLY, P.E.
COUNTY ENGINEERScope of Work

January 22, 2021

Baldwin County Project - Guardrail Replacement
CR-87 at bridge over tributary to Threemile Creek

PROJECT NOTES:

1. Contractor shall remove existing guardrail as shown on the attached drawing. Guardrail removed shall be retained by Baldwin County and Contractor shall be responsible for delivering guardrail to location specified by Baldwin County within 20 miles of the project location.
2. Contractor shall install a new impact attenuator at location shown on the attached drawing. The contractor is responsible for choosing an appropriate impact attenuator per site conditions, per the 2021 ALDOT Standard Drawing numbers 72000 – 72010, and in accordance with manufacturer's specifications and recommendations.
3. The new impact attenuator shall extend no more than 25 feet from the existing bridge rail.
4. The following price shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the finished work including any incidentals to install per manufacturer's recommendation.
5. Bidder understands that the County reserves the right to reject any and all bids.
6. All materials and methods must conform to ALDOT Standard Specifications for Highway Construction, 2018 Edition and conform to manufacturer's specifications.
7. The County will process the invoice when all work is satisfactorily completed.
8. Contractor must have a minimum \$500,000 general liability insurance policy.
9. Contractor shall locate and protect all utilities within the work area prior to starting work. It will be the contractor's responsibility at his expense to repair any utilities damaged by his work.
10. Contractor shall be responsible for all traffic control.

- Price for all work as described in the Scope of Work (LS): \$40,073
- Proposed impact attenuator: MASH TL-3, SCI by Work Area Protection, Index No. 72004

TOTAL NUMBER OF WORKING DAYS FOR COMPLETION 5 DaysALL QUOTES MUST BE TURNED IN TO THE BALDWIN COUNTY HIGHWAY DEPARTMENT AT 22070 HIGHWAY 59 ROBERTSDALE, AL 36567. ATT: SETH PETERSON BY 11:00am ON JANUARY 29, 2021.

ANY BIDS RECEIVED AFTER 11:00 AM WILL NOT BE CONSIDERED.

CONTRACTOR SHALL BEGIN WORK NO LATER THAN 15 DAYS AFTER RECEIVING THE NOTICE TO PROCEED, UNLESS DUE TO CIRCUMSTANCES BEYOND THE CONTRACTOR'S CONTROL. ANY SUCH CIRCUMSTANCES SHALL BE PROVIDED IN WRITING AND SHALL BE EVALUATED ON A CASE BY CASE BASIS.

Company Name: C&H Construction Services, LLCSignature: [Signature] Date: 1/28/2021

STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC
WORKS PROJECT

BALDWIN COUNTY

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

**“Quotes for Guardrail Replacement at the County Road 87 Bridge over
the Tributary to Three Mile Creek for the Baldwin County
Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the ____ day of
_____, 2021.

BALDWIN COUNTY COMMISSION

By: _____
As Its Chairman

ATTEST:

By: _____
As Its County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0527, **Version:** 1

Item #: BL1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

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 \$276.00.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

Date: 01/05/2021 - Commission approved to write off \$219.00 of uncollectible residential garbage accounts.

Date: 02/02/2021 - Commission approved to write off \$69.00 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: \$276.00

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
February 2021

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Carpenter, Lamona W.	Orange Beach	AL	Deceased - DOD: 01/29/18	\$88.00			
LaCoste, Chris	Magnolia Springs	AL	Deceased - DOD: 01/16/21	\$32.00			
Skelson, Gertier	Lillian	AL	Deceased - DOD: 12/22/20	\$12.00			
Williams, Sheila	Fairhope	AL	Social Security Exempt	\$144.00			
				<u>\$ 276.00</u>			



Baldwin County Commission

Agenda Action Form

File #: 21-0321, **Version:** 1

Item #: BN1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Stacy Appleton, Design Tech III

ITEM TITLE

Baldwin County Intracoastal Waterway (ICW) Boat Launch Construction Project - Permission to Advertise

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the Purchasing Manager to place a competitive bid for the Baldwin County Intracoastal Waterway (ICW) Boat Launch Construction Project; and
- 2) Approve the Chairman to execute any project related documents.

BACKGROUND INFORMATION

Previous Commission action/date:

January 19, 2021 - The Commission approved funding for the Intracoastal Waterway (ICW) Boat Launch construction using \$3,000,000.00 of Gulf of Mexico Energy Security Act (GOMESA) funds.

January 5, 2021 - The Commission authorized the Chairman to execute a Gulf of Mexico Energy Security Act (GOMESA) Grant Agreement with the Alabama Department of Conservation and Natural Resources (ADCNR) for public access improvements at the Baldwin County Intracoastal Waterway (ICW) boat ramp; and authorized the Chairman to execute any other project related documents.

February 4, 2020 - The Commission waived Baldwin County Commission Policy #9.10 - Engineering and Surveying Services, and approved on-call consultant, Volkert, Inc., to perform design services for the Intracoastal Waterway Boat Launch Design with design fees not to exceed \$399,931.00.

December 3, 2019 - The Commission adopted Resolution #2020-038 amending the Fiscal Year 2020 Budget (Resolution #2019-144 adopted September 20, 2019) to authorize the movement of \$400,000.00 from General Fund (Fund 001) to Parks (Fund 144) for the design of the Intracoastal Waterway Boat Launch.

Background: The Public Access Improvements at the Baldwin County ICW Boat Ramp will consist of the construction of approximately six (6) boat launches, fish and staging piers, gazebos, wharf area, restroom facilities and associated parking. The site has sufficient space to accommodate additional amenities as a future phase.

FINANCIAL IMPACT

Total cost of recommendation: The ICW Boat Launch construction will be funded with County GOMESA funds of \$3,000,000.00 and Alabama Department of Conservation and Natural Resources GOMESA grant funds of \$2,601,500.00.

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

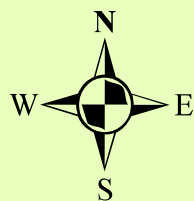
Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director, will advertise project for competitive bid once plans and contract documents are complete.

Highway Department Pre-Construction staff will submit an advertisement to the Purchasing Director to place a competitive bid once the sub agreement, plans and contracts are finalized.

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

N/A

Additional instructions/notes: N/A



Baldwin County Intracoastal Waterway (ICW) Public Park & Boat Launch





Baldwin County Commission

Agenda Action Form

File #: 21-0522, **Version:** 1

Item #: BN2

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Speed Limit on Twin Beech Road (County Road 44) between County Road 13 and State Road 181

STAFF RECOMMENDATION

Approve the request from the City of Fairhope to lower the speed limit on Twin Beech Road (County Road 44) between County Road 13 and State Road 181 from 45 MPH to 35 MPH.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Fairhope's Traffic Control and Safety Committee has recommended that the City lower the speed limit on Twin Beech Road (CR 44) between U.S. Highway 98 and County Road 13 from 45 MPH to 35 MPH. This action was prompted by the introduction of sidewalks, new commercial developments, increases in traffic volume, etc., on this portion of road.

They are requesting the County lower the speed limit of the portion of Twin Beach Road (CR 44) between County Road 13 and State Road 181 so the entire corridor from U.S. Highway 98 to State Road 181 will be 35 MPH.

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; Highway Traffic Control

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

Administration Staff prepare letters of notification to Richard Johnson, Frank Lundy, Tyler Mitchell, Pete Peterson, Troy Smith, Fairhope Police Department, Alabama Law Enforcement Agency (ALEA) and Baldwin County Sheriff's Office.

Richard Johnson
Public Works Director
City of Fairhope
P.O. Drawer 429
Fairhope, Alabama 36533

Fairhope Police Department
Chief Stephanie Hollinghead
161 North Section Street
Fairhope, Alabama 36532

Sgt John Bogle
Alabama Law Enforcement Agency
3402 Demotropolis Road
Mobile, Alabama 36693

Sheriff Hoss Mack
Baldwin County Sheriff's Office

310 Hand Avenue
Bay Minette, Alabama 36507

Additional instructions/notes: N/A

Sherry Sullivan
Mayor



Richard D. Johnson, PE
Public Works

February 1, 2021

Joey Nunnally, P.E., County Engineer
Baldwin County Highway Department
Post Office Box 220
Silverhill, AL 36576

RE: Request for lowering of Posted Speed Limit Twin Beech Road (CR 44) between CR13 and SR181

Dear Joey:

Per recommendation of the City's Traffic Control and Safety Committee and pending action by the Fairhope City Council, the City will be lowering the posted speed limit on Twin Beach Road (CR44) between U.S. Highway 98 and County Road 13 to 35 MPH (from 45 MPH). This action has been prompted by many variables: introduction of sidewalks on CR44, new commercial developments, increases in traffic volume, etc.

The Committee and Council was supportive of making a request to the Baldwin County Commission for their consideration of lowering the posted speed limit on the County portion of Twin Beech Road (CR44) between County Road 13 and State Road 181 to 35 MPH. This would set the entire corridor to 35 MPH from the west to east terminus.

The City should change the speed limit on our segment during the second week of February. The Commission's consideration of this request, as always, is greatly appreciated.

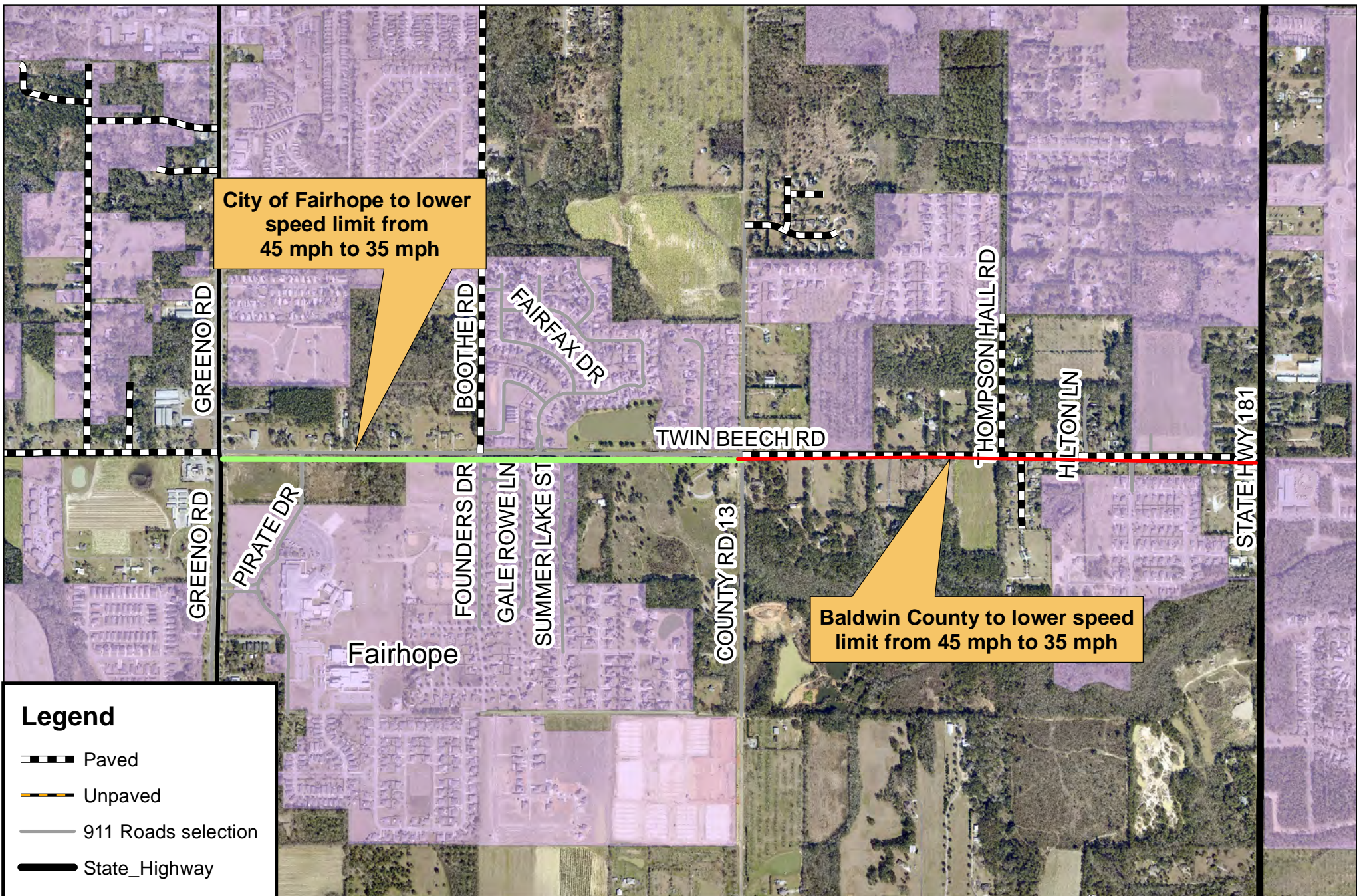
Yours,

A handwritten signature in blue ink that reads "Richard D. Johnson".

Richard D. Johnson, P.E.
Director of Public Works

cc: Mayor's Office
City Clerk
File

City of Fairhope, Public Works Department
555 South Section Street – Fairhope, Alabama 36532
251-928-8003





Baldwin County Commission

Agenda Action Form

File #: 21-0491, **Version:** 1

Item #: BN3

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 1)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.451 acres on Norris Lane (Tract 1) as a right-of-way donated to Baldwin County by Wesley E. Norris on July 31, 2020 (Instrument No. 1847490 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 July 31, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from Wesley E. Norris.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

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

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

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 Wesley E. Norris and send copy to Debra Morris and Tate Chalfant.

Contact:
Mr. Wesley E. Norris
15518 Underwood Road
Foley, Alabama 36535

Additional instructions/notes: N/A

Noncash Charitable Contributions

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

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

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Wesley E. Norris

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|--|---|---|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.451 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Wesley E. Norris

Identifying number

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

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 ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► July 31, 2020

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, Alabama 36507

Authorized signature

Title
Chairman

Date

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 8/ 4/2020 8:37 AM
TOTAL \$ 0.00
7 Pages

1847490

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316 /D

Norris Lane

G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road

05-55-05-15-0-000-009.000

05-55-05-15-0-000-010.000

Tract No. 1

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Wesley E. Norris, a widower, being the surviving grantee of that certain deed dated November 22, 1974 and recorded in Deed Book 470 Page 550. The other grantee, Mary C. Norris having died on June 22, 2018, and Wesley Norris, being the devisee under the Fifth Item of the Last Will and Testament of Eugenia Annastacie Crute Norris, deceased, as recorded in Will Book 23 Page 35, Baldwin County, Alabama Probate Court Records, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northwest Quarter of the Southeast Quarter of Section 15, Township 7 South, Range 3 East, identified as Tract Number 1 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a railroad spike found at the northwest corner of the Northwest Quarter of the Southeast Quarter of Section 15, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence S0°26'29"W along the west line of said Quarter/Quarter a distance of 39.95 feet to a point;

Thence S90°0'00"E leaving the west line of said Quarter/Quarter a distance of 15.00 feet to the grantor's northwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N89°47'09"E along the grantor's north property line a distance of 40.00 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S45°0'00"W along the acquired R/W line a distance of 35.63 feet to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 10+65.73);

Thence S0°26'29"W along the acquired R/W line a distance of 1264.22 feet to the grantor's south property line;

Thence S89°50'31"W along the grantor's south property line a distance of 15.00 feet to the grantor's southwest property corner;

Thence N0°26'29"E along the grantor's west property line a distance of 1289.31 feet to the Point of Beginning of the property herein conveyed and containing 0.451 acres, more or less.

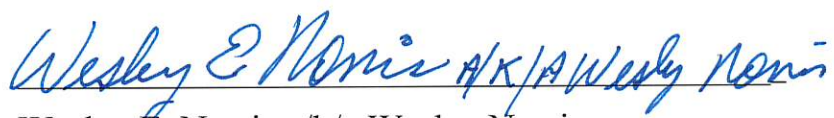
And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

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

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 31 day of July, 2020.


Wesley E. Norris a/k/a Wesley Norris

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

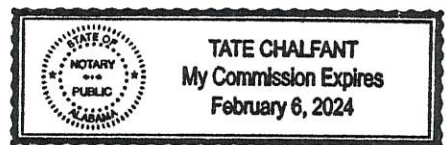
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Wesley E. Norris, being the surviving grantee of that certain deed dated November 22, 1974 and recorded in Deed Book 470 Page 550. The other grantee, Mary C. Norris having died on June 22, 2018, and Wesley Norris, being the devisee under the Fifth Item of the Last Will and Testament of Eugenia Annastacie Crute Norris, deceased, as recorded in Will Book 23 Page 35, Baldwin County, Alabama Probate Court Records, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of July, 2020.

Tate Chalfant
NOTARY PUBLIC



Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 1

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 31 day of July, 2020.

Wesley E. Norris A/K/A Wesley Norris
Wesley E. Norris a/k/a Wesley Norris

ACKNOWLEDGMENT

STATE OF ALABAMA)

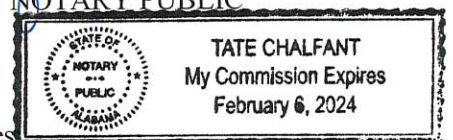
COUNTY OF BALDWIN)

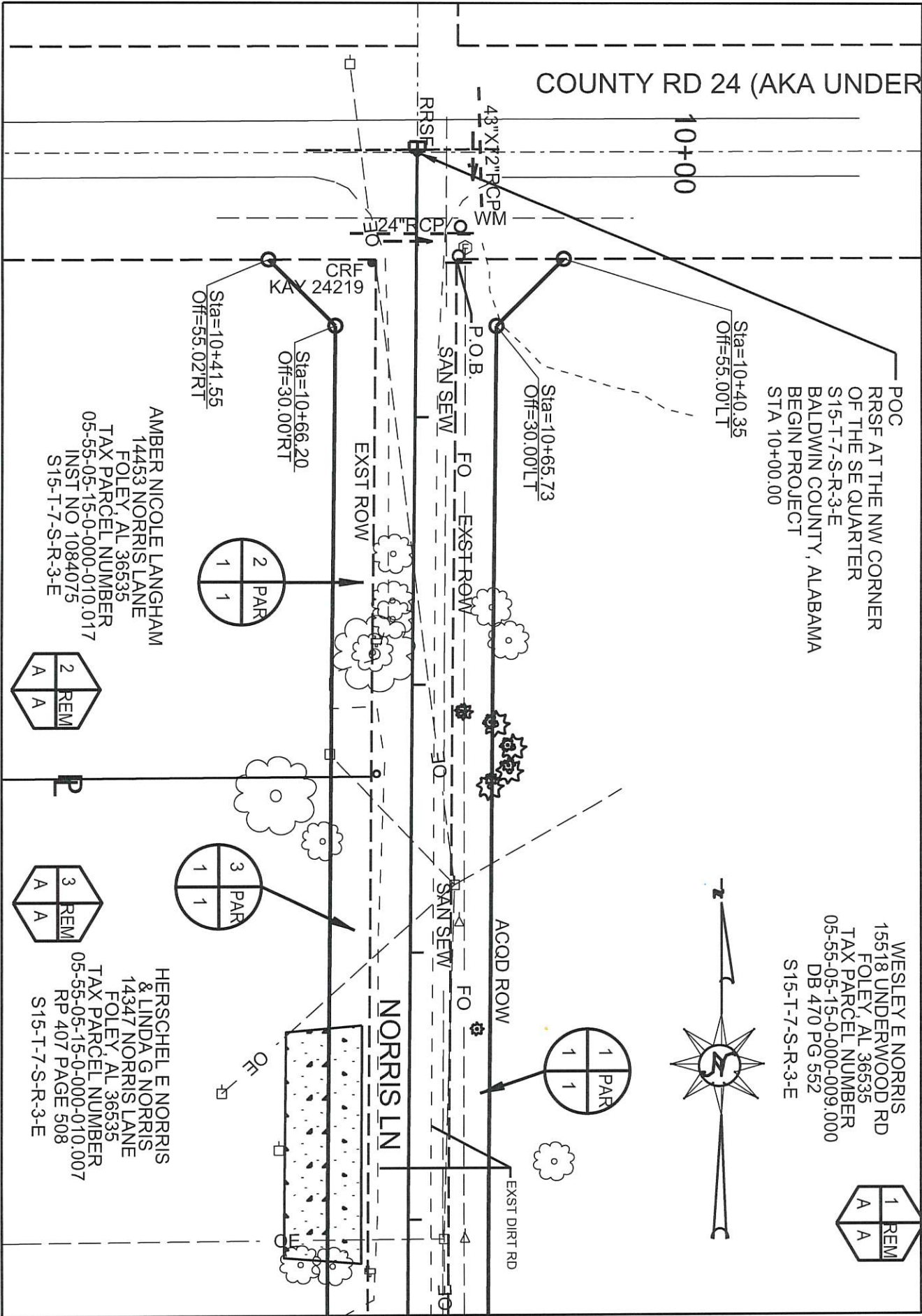
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Wesley E. Norris a/k/a Wesley Norris, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of July, 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission Expires





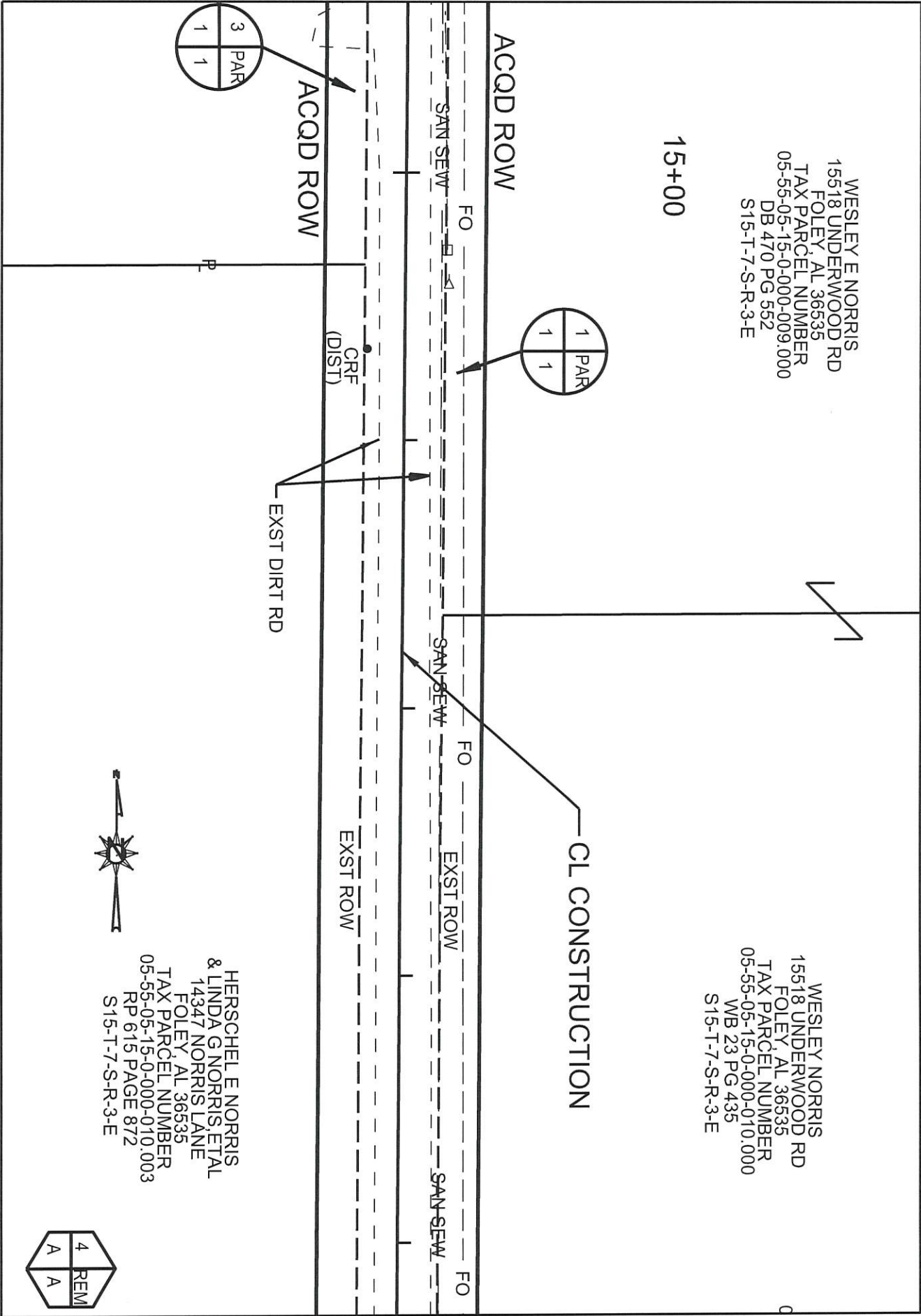
MATCH SHEET 2 OF 3

THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 1
OWNER WESLEY NORRIS
TOTAL ACREAGE 19.336
R.O.W. REQUIRED 0.451
PRESCRIPTIVE R.O.W. N/A
T.C.E. REQUIRED N/A
REMAINDER 18.885

PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=50'
DATE; 07-09-2020
REVISED: N/A
SHEET : 1 OF 3



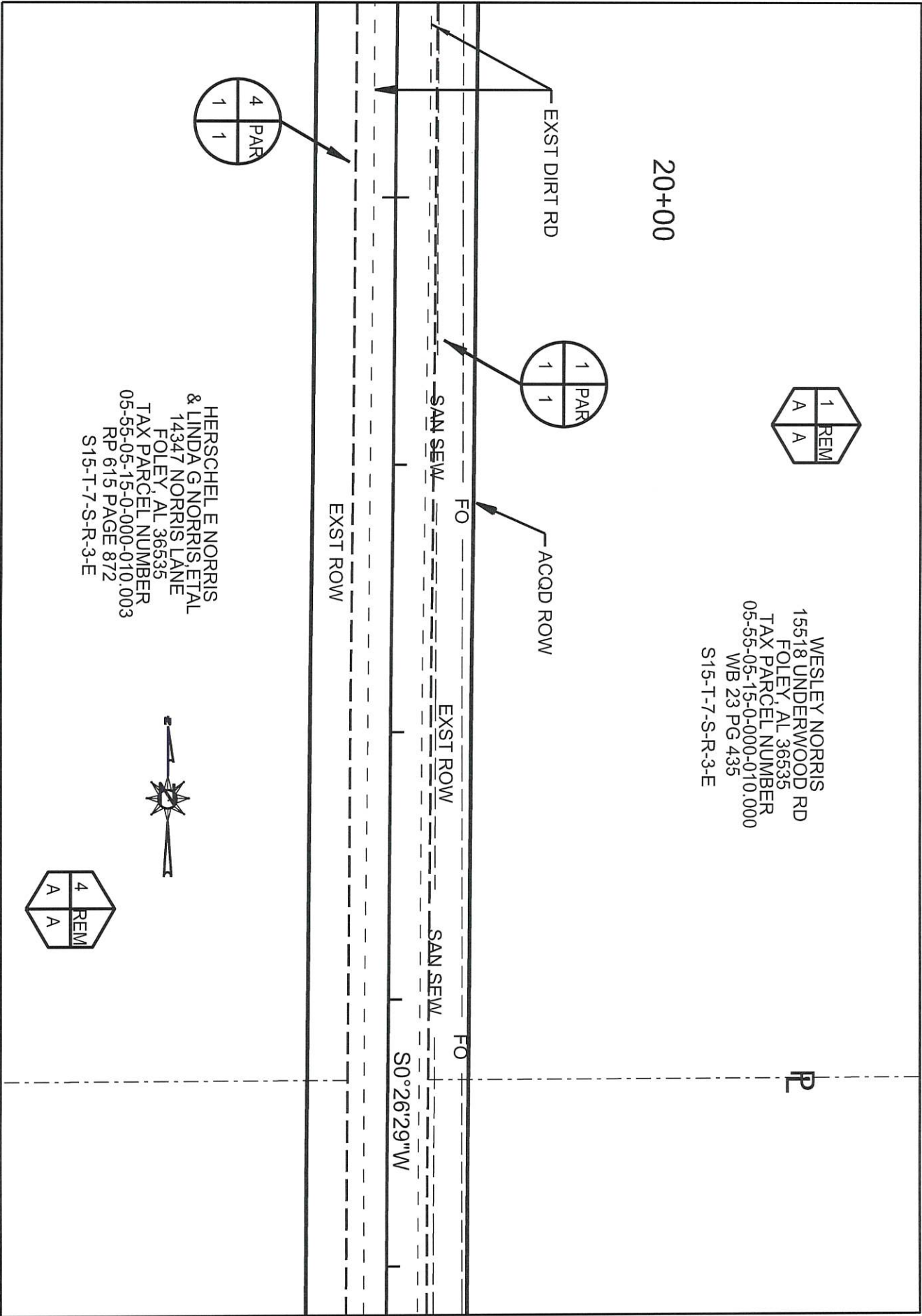
THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 1
OWNER WESLEY NORRIS
TOTAL ACREAGE 19.336
R.O.W. REQUIRED 0.451
PRESCRIPTIVE R.O.W. N/A
T.C.E. REQUIRED N/A
REMAINDER 18.885

PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=50'
DATE: 07-09-2020
REVISED: N/A
SHEET : 2 OF 3

MATCH SHEET 2 OF 3



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 1
OWNER WESLEY NORRIS
TOTAL ACREAGE 19.336
R.O.W. REQUIRED 0.451
PRESCRIPTIVE R.O.W. N/A
T.C.E. REQUIRED N/A
REMAINDER 18.885

PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=50'
DATE; 07-09-2020
REVISED: N/A
SHEET : 3 OF 3

UNDERWOOD RD

NORRIS LN

Wesley E. Norris
(05-55-05-15-0-000-009.000)
(05-55-05-15-0-000-010.000)



NORRIS LANE
(TRACT 1)





Baldwin County Commission

Agenda Action Form

File #: 21-0494, **Version:** 1

Item #: BN4

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 2)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.074 acres on Norris Lane (Tract 2) as a right-of-way donated to Baldwin County by Amber Nicole Langham aka Amber Hansen and Christopher Hansen on July 31, 2020 (Instrument No. 1847497 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 July 31, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from Amber Nicole Langham aka Amber Hansen and Christopher Hansen.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

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

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

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 Amber Langham and send copy to Debra Morris and Tate Chalfant.

Contact:
Mr. Christopher Hansen and Ms. Amber Hansen
14453 Norris Lane
Foley, Alabama 36535

Additional instructions/notes: N/A

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
► **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Amber Nicole Langham aka Amber Hansen and Christopher Hansen

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.074 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Amber Nicole Langham aka Amber Hansen and Christopher Hansen

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

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 ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ►

Date ►

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ►

Date ►

Appraiser name ►

Title ►

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► July 31, 2020

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, Alabama 36507

Authorized signature

Title
Chairman

Date

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 8/ 4/2020 8:41 AM
TOTAL \$ 0.00
5 Pages

1847497

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



STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316 19
Norris Lane
G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road
05-55-05-15-0-000-010.017
Tract No. 2

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Amber Nicole Langham N/K/A Amber Hansen, and Christopher Hansen, wife and husband, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northeast Quarter of the Southwest Quarter of Section 15, Township 7 South, Range 3 East, identified as Tract Number 2 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a railroad spike found at the northeast corner of the Northeast Quarter of the Southwest Quarter of Section 15, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence S0°26'29"W along the east line of said Quarter/Quarter a distance of 40.04 feet to a point;

Thence N90°0'00"W leaving the east line of said Quarter/Quarter a distance of 15.00 feet to the grantor's northeast property corner and being Point of Beginning of the property herein to be conveyed;

Thence S0°26'29"W along the grantor's east property line a distance of 193.18 feet to the grantor's southeast property corner;

Thence S89°37'28"W along the grantor's south property line a distance of 15.00 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence N0°26'29"E along the acquired R/W line a distance of 168.33 feet to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 10+66.20);

Thence N45°0'00"W along the acquired R/W line a distance of 35.12 feet to a point on the existing south R/W line of County Road 24 aka Underwood Road;

Thence N89°50'16"E along the existing R/W line a distance of 40.03 feet to the Point of Beginning of the property herein conveyed and containing 0.074 acres, more or less.


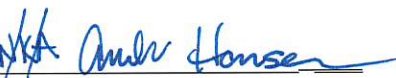
And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.


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

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 31 day of July, 2020.

 
Amber Nicole Langham N/K/A Amber Hansen


Christopher Hansen

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

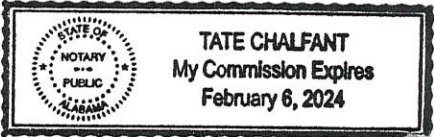
ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Amber Nicole Langham N/K/A Amber Hansen, and Christopher Hansen, 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 31 day of July, 2020.

Tate Chalfant
NOTARY PUBLIC



Commission Expires: _____

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 2

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 31 day of July, 2020.

Amber Nicole Langham N/K/A Amber Hansen
Amber Nicole Langham N/K/A Amber Hansen

Christopher Hansen
Christopher Hansen

ACKNOWLEDGMENT

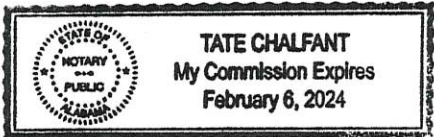
STATE OF ALABAMA)

COUNTY OF BALDWIN)

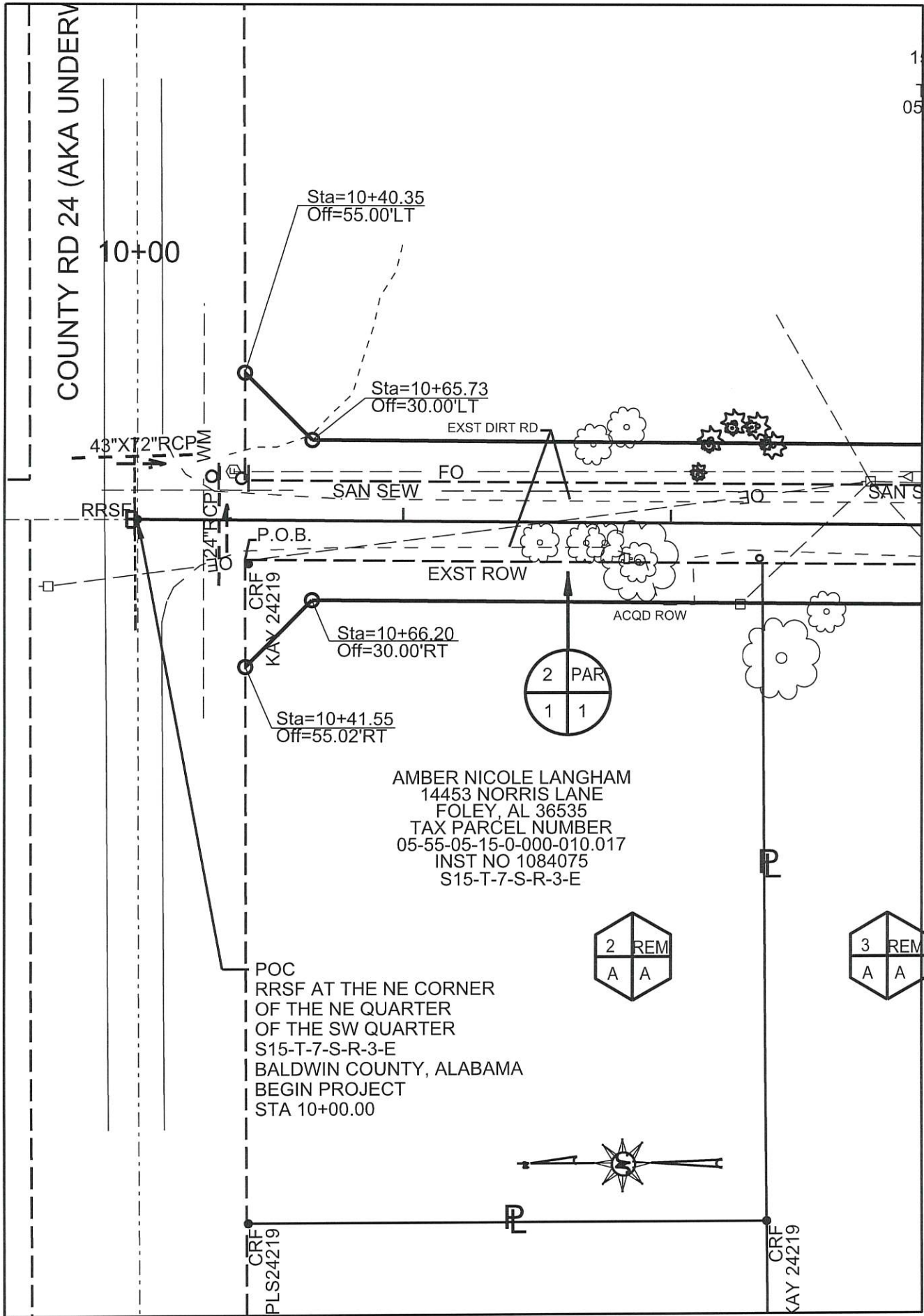
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Amber Nicole Langham N/K/A Amber Hansen, and Christopher Hansen, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of July 2020.

Tate Chalfant
NOTARY PUBLIC



My Commission Expires: _____



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 2
OWNER AMBER NICOLE LANGHAM
TOTAL ACREAGE 1.100
R.O.W. REQUIRED 0.074
PRESCRIPTIVE R.O.W. N/A
T.C.E. REQUIRED N/A
REMAINDER 1.026

PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=50'
DATE: 07-01-2020
REVISED: N/A
SHEET : 1 OF 1

UNDERWOOD RD

**Amber Hansen and Christopher Hansen
(05-55-05-15-0-000-010.017)**

NORRIS LN



**NORRIS LANE
(TRACT 2)**





Baldwin County Commission

Agenda Action Form

File #: 21-0495, **Version:** 1

Item #: BN5

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 3)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.103 acres on Norris Lane (Tract 3) as a right-of-way donated to Baldwin County by Herschel E. Norris and Linda G. Norris on August 19, 2020 (Instrument No. 1851931 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 19, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from Herschel E. Norris and Linda G. Norris.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

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

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

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 Herschel E. Norris and send copy to Debra Morris and Tate Chalfant.

Contact:
Mr. Herschel E. Norris
14347 Norris Lane
Foley, Alabama 36535

Additional instructions/notes: N/A

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
► **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Herschel E. Norris and Linda G. Norris

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.103 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Herschel E. Norris and Linda G. Norris

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

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 ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► August 19, 2020

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 11Bay Minette, Alabama 36507

Authorized signature

Title
Chairman

Date

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316

Norris Lane

G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road

05-55-05-15-0-000-010.007

Tract No. 3

**FEE SIMPLE
WARRANTY DEED**

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

A part of the Northeast Quarter of the Southwest Quarter of Section 15, Township 7 South, Range 3 East, identified as Tract Number 3 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a railroad spike found at the northeast corner of the Northeast Quarter of the Southwest Quarter of Section 15, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence S0°26'29"W along the east line of said Quarter/Quarter a distance of 233.22 feet to a point;

Thence N90°0'00"W leaving the east line of said Quarter/Quarter a distance of 15.00 feet to the grantor's northeast property corner and being Point of Beginning of the property herein to be conveyed;

Thence S0°26'29"W along the grantor's east property line a distance of 299.99 feet to the grantor's southeast property corner;

Thence S89°45'04"W along the grantor's south property line a distance of 15.00 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 8/20/2020 3:05 PM
TOTAL \$ 0.00
5 Pages

1851931



Thence N0°26'29"E along the acquired R/W line a distance of 299.96 feet to a point on the grantor's north property line;

Thence N89°37'28"E along the grantor's north property line a distance of 15.00 feet to the Point of Beginning of the property herein conveyed and containing 0.103 acres, more or less.

Temporary Construction Easement 1 of 1:

Commencing at a railroad spike found at the northeast corner of the Northeast Quarter of the Southwest Quarter of Section 15, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence S0°26'29"W along the east line of said Quarter/Quarter a distance of 297.08 feet to a point;

Thence S90°0'00"W leaving the east line of said Quarter/Quarter a distance of 30.00 feet to a point on the acquired R/W line (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 12+98.39) and being Point of Beginning of the Temporary Construction Easement (TCE) herein described;

Thence S0°26'29"W along the acquired R/W line a distance of 147.54 feet to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 14+45.93);

Thence S90°0'00"W along the (TCE) line a distance of 30.00 feet to a point (said point is offset 60.00 feet right of and perpendicular to project centerline at Station 14+46.16);

Thence N0°26'29"E along the TCE line a distance of 147.54 feet to a point on the TCE line (said point is offset 60.00 feet right of perpendicular to project centerline at Station 12+98.62);

Thence N90°0'00"E along the TCE line a distance of 30.00 feet to the Point of Beginning of the property herein described and containing 0.1016 acres, more or less.

It is expressly understood that all rights, title and interest to the above-described easement shall revert back to the grantor after 3 years or until the project is completed, whichever comes later.

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

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 19 day of Aug, 2020.

Herschel E. Norris
Herschel E. Norris

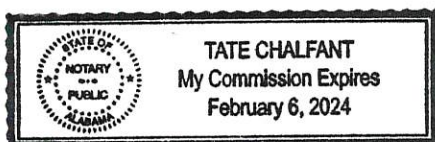
Linda G. Norris
Linda G. Norris

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Herschel E. Norris and Linda G. Norris, 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 19 day of August, 2020.



Tate Chalfant
NOTARY PUBLIC

Commission Expires: 2/6/2024

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 3

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 19 day of Aug, 2020.

Herschel E. Norris
Herschel E. Norris

Linda G. Norris
Linda G. Norris

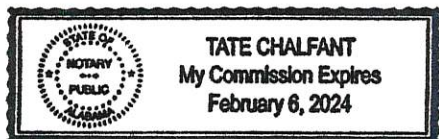
ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

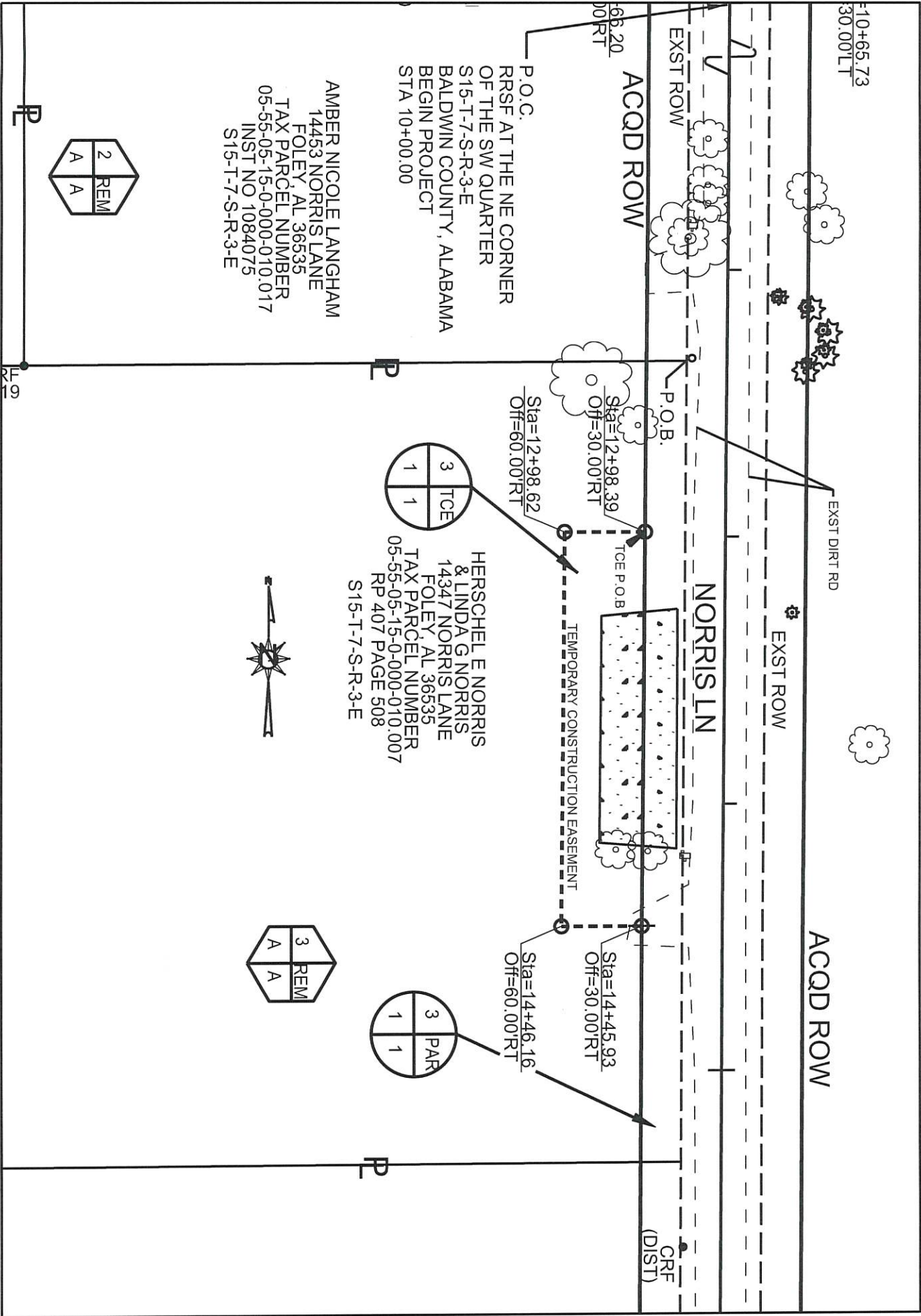
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Herschel E. Norris and Linda G. Norris, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of August, 2020.



Tate Chalfant
NOTARY PUBLIC

My Commission Expires: 2/6/2024



COUNTY OF BALDWIN

TRACT NO. 3
OWNER HERSCHEL E & LINDA NORRIS
TOTAL ACREAGE 4.553
R.O.W. REQUIRED 0.103
PRESCRIPTIVE R.O.W. N/A
T.C.E. REQUIRED 0.102
REMAINDER 4.450

PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=50'
DATE: 07-01-2020
REVISED: N/A
SHEET : 1 OF 1



Herschel E. Norris and Linda G. Norris
(05-55-05-15-0-000-010.007)

NORRIS LN



**NORRIS LANE
(TRACT 3)**





Baldwin County Commission

Agenda Action Form

File #: 21-0510, **Version:** 1

Item #: BN6

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 4)

STAFF RECOMMENDATION

Take the following actions:

1) Accept 0.274 acres on Norris Lane (Tract 4) as a right-of-way donated to Baldwin County by Herschel E. Norris and Linda G. Norris (life interest), Kenneth Norris (1/3 interest), Eileen Norris Mason (1/3 interest), and Maureen Norris (1/3 interest) on October 15, 2020 (Instrument No. 1865352 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 October 15, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from Herschel E. Norris and Linda G. Norris, Kenneth Norris, Eileen Norris Mason, and Maureen Norris.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

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

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

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 Herschel E. Norris and send copy to Debra Morris and Tate Chalfant.

Contact:

Mr. Herschel E. Norris
14347 Norris Lane
Foley, Alabama 36535

Additional instructions/notes: N/A

Noncash Charitable Contributions

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

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

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Herschel E. Norris/Linda G. Norris (life interest); Kenneth Norris (1/3); Eileen Norris Mason (1/3); Maureen Norris (1/3)

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.274 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Herschel E. Norris/Linda G. Norris (life int); Kenneth Norris (1/3); Eileen Norris Mason (1/3); Maureen Norris(1/3)

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

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 ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► October 15, 2020

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 11Bay Minette, Alabama 36507

Authorized signature

Title
Chairman

Date

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 10/22/2020 8:20 AM
TOTAL \$ 0.00
12 Pages

1865352

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316 1D

Norris Lane

G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road

05-55-05-15-0-000-010.003

Tract No. 4

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Herschel E. Norris and Linda G. Norris, husband & wife, life estate interest, Kenneth Norris, a married man, undivided 1/3rd interest, Eileen Norris Mason, a single woman, undivided 1/3rd interest, and Maureen Norris, a single woman, undivided 1/3rd interest, not conveying part of their homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northeast Quarter of the Southwest Quarter of Section 15, Township 7 South, Range 3 East, identified as Tract Number 4 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a railroad spike found at the northeast corner of the Northeast Quarter of the Southwest Quarter of Section 15, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence S0°26'29"W along the east line of said Quarter/Quarter a distance of 533.22 feet to a point;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S90°0'00"W leaving the east line of said Quarter/Quarter a distance of 15.00 feet to the grantor's northeast property corner and being Point of Beginning of the property herein to be conveyed;

Thence S0°26'29"W along the grantor's east property line a distance of 796.12 feet to the grantor's southeast property corner;

Thence S89°50'46"W along the grantor's south property line a distance of 15.00 feet to a point on the acquired R/W line;

Thence N0°26'29"E along the acquired R/W line a distance of 796.10 feet to a point on the grantor's north property line;

Thence N89°45'04"E along the grantor's north property line a distance of 15.00 feet to the Point of Beginning of the property herein conveyed and containing 0.274 acres, more or less.

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

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

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

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

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this
the 19 day of Aug, 2020.

Herschel E Norris
Herschel E. Norris

Linda G. Norris
Linda G. Norris

ACKNOWLEDGMENT

STATE OF ALABAMA)

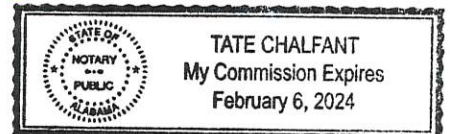
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State,
hereby certify that Herschel E. Norris and Linda G. Norris, 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 19 day of August, 2020.

Tate Chalfant

NOTARY PUBLIC




Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this
the 14 day of October, 2020.

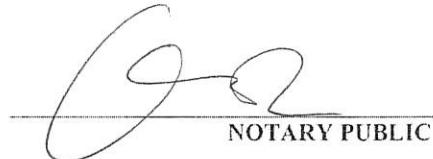

Kenneth Norris

ACKNOWLEDGMENT

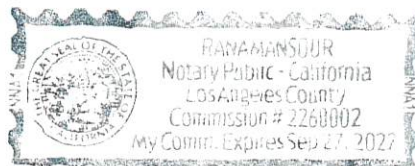
STATE OF CA)
COUNTY OF LOS ANGELES)

I, RANA MANSOUR, a Notary Public, in and for said County in said State,
hereby certify that Kenneth Norris, whose name is, signed to the foregoing conveyance and who is
known to me, acknowledged before me on this day that, being informed of the contents of this
conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of OCTOBER, 2020.


NOTARY PUBLIC

Commission Expires: 09/27/2022



GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this
the 29 day of August, 2020.

Eileen Norris Mason

Eileen Norris Mason

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

I, JOHN S. KIM, a Notary Public, in and for said County in said State,
hereby certify that Eileen Norris Mason, whose name is, signed to the foregoing conveyance and who
is known to me, acknowledged before me on this day that, being informed of the contents of this
conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of AUG., 2020.

SEE ATTACHED ACK FORM
NOTARY PUBLIC

Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange } ss.

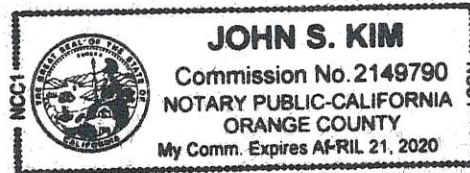
On 08/29/2020 before me, John S. Kim, a California Notary Public, personally appeared


EILEEN MASDO

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Signature of California Notary Public

(Notary Seal)

www.sos.ca.gov/notary/ "The notary commission extended pursuant to Executive Order N-63-20 and N-71-20."

ADDITIONAL OPTIONAL INFORMATION

Right Thumbprint of Signer(s)

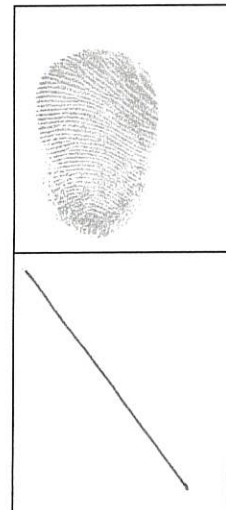
Document Date 08/29/2020 Number of Pages (incl. Ack.) 13

Title or Description of Attached Document STATE OF ALABAMA;


05-55-05-15-0-000-010.003, TRACT No. 4;
FEE SIMPLE WARRANTY DEED; 0204316
(Additional Information)

Capacity Claimed by Signer:

- ☒ Individual(s) ☐ Partner(s) ☐ Corporate Officer:
☐ Trustee(s) ☐ Power of Attorney _____
☐ Other: _____



IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this
the 15 day of October, 2020.




Maureen Norris

ACKNOWLEDGMENT

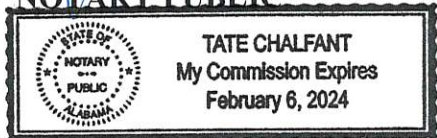
STATE OF Alabama)
COUNTY OF Baldwin)

I, Tate Chalfant, a Notary Public, in and for said County in said State,
hereby certify that Maureen Norris, whose name is, signed to the foregoing conveyance and who is
known to me, acknowledged before me on this day that, being informed of the contents of this
conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of October, 2020.



NOTARY PUBLIC



Commission Expires: _____

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 4

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 19 day of Aug, 2020.

Herschel E. Norris
Herschel E. Norris

Linda G. Norris
Linda G. Norris

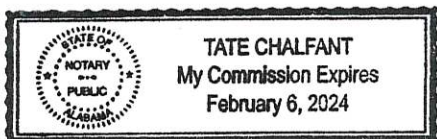
ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Herschel E. Norris and Linda G. Norris, 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 19 day of August 2020.



Tate Chalfant
NOTARY PUBLIC

My Commission Expires: 2/6/2024

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 4

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 15 day of October, 2020.

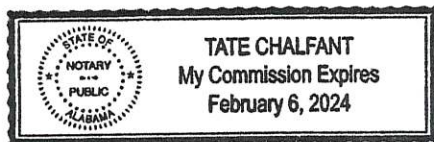

Maureen Norris

ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Baldwin)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Maureen Norris, 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 15 day of October 2020.



Tate Chalfant
NOTARY PUBLIC

My Commission Expires: 2/6/2024


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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 4

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

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

14 IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 14 day of October, 2020.


Kenneth Norris

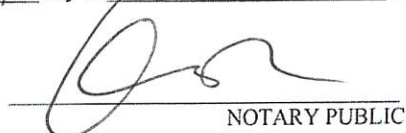
ACKNOWLEDGMENT

STATE OF CA)
COUNTY OF LOS ANGELES

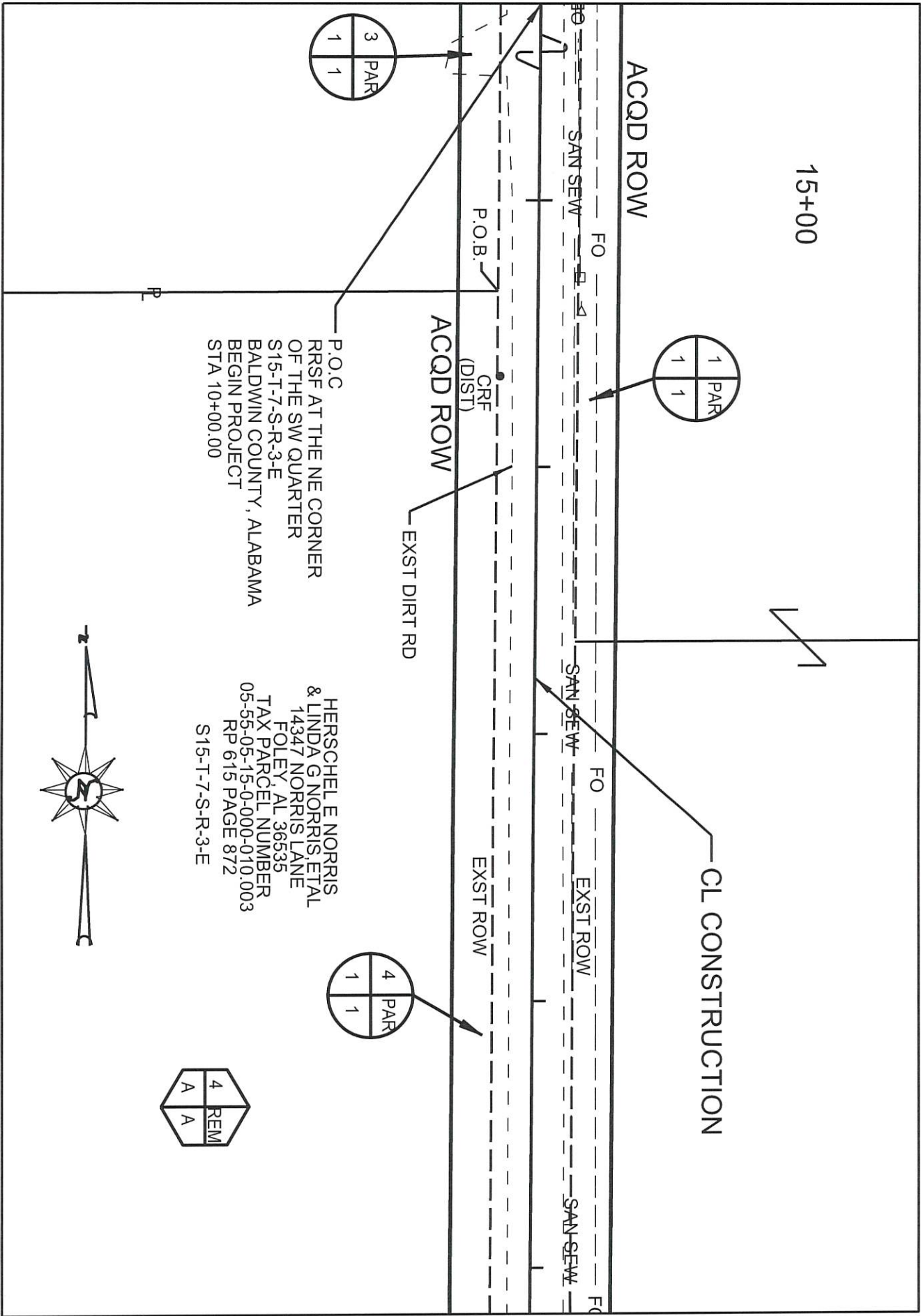
I, RANA MANSOUR, a Notary Public, in and for said County in said State, hereby certify that Kenneth Norris, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of OCTOBER, 2020.




NOTARY PUBLIC

My Commission Expires: 09/27/2022



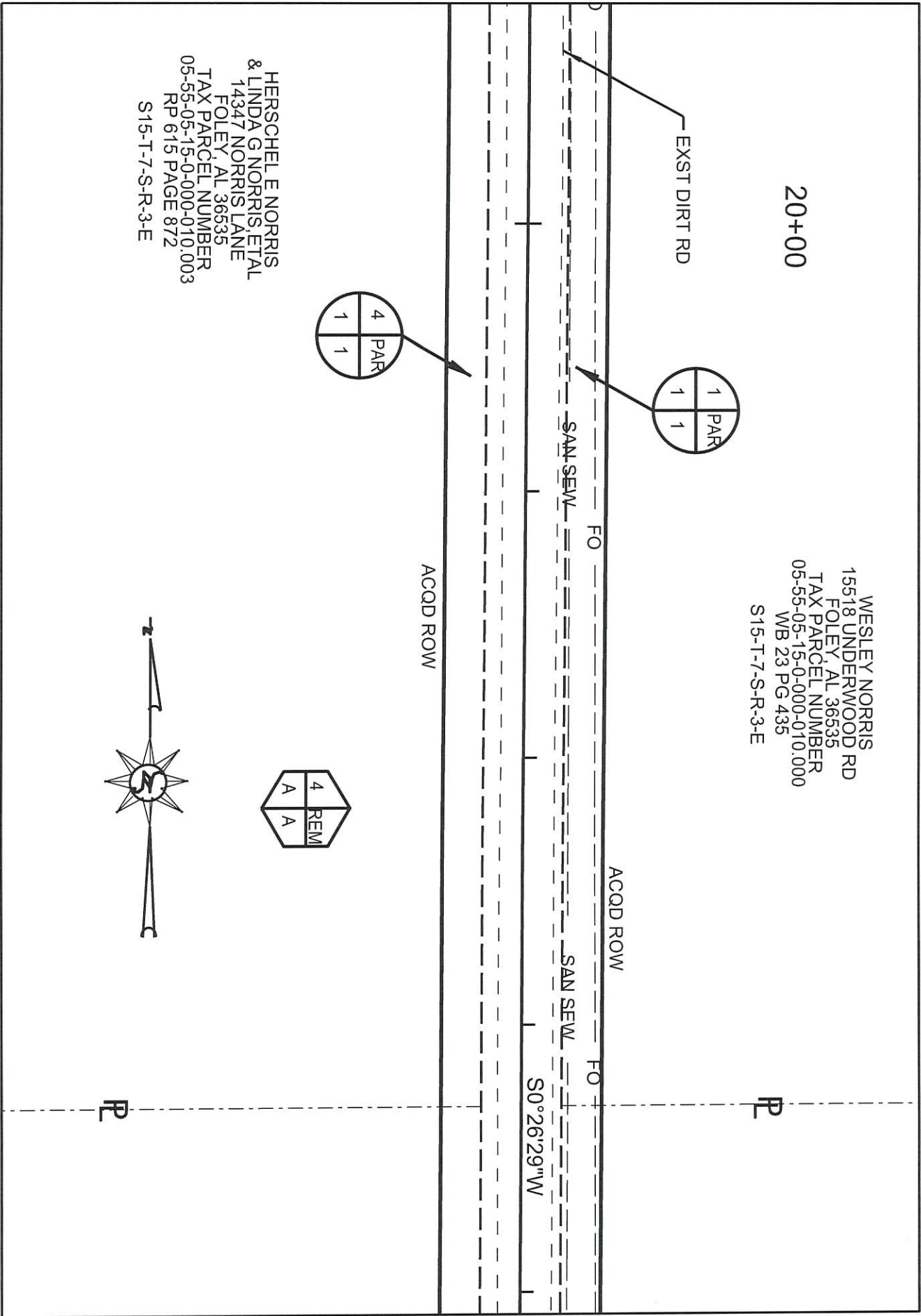
MATCH SHEET 2 OF 2

THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 4
OWNER HERSCHEL E & LINDA G NORRIS, ETAL
TOTAL ACREAGE 12.027
R.O.W. REQUIRED 0.274
PRESCRIPTIVE R.O.W. N/A
T.C.E. REQUIRED N/A
REMAINDER 11.753

PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=50'
DATE; 07-01-2020
REVISED: N/A
SHEET : 1 OF 2



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	4	PROJECT NO.	0204316
OWNER	HERSCHEL E & LINDA G NORRIS, ETAL	COUNTY	BALDWIN
TOTAL ACREAGE	12.027	SCALE:	1"=50'
R.O.W. REQUIRED	0.274	DATE;	07-01-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	2 OF 2
REMAINDER	11.753		



Herschel E. Norris, Linda G. Norris
Kenneth Norris, Maureen Norris and
Eileen Norris Mason
(05-55-05-15-0-000-010.003)

NORRIS LN



**NORRIS LANE
(TRACT 4)**





Baldwin County Commission

Agenda Action Form

File #: 21-0511, **Version:** 1

Item #: BN7

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 5)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.451 acres on Norris Lane (Tract 5) as a right-of-way donated to Baldwin County by David L. Lasyone, Sr. and Patricia Norris Lasyone on August 15, 2020 (Instrument No. 1851933 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 15, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from David L. Lasyone, Sr. and Patricia Norris Lasyone.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

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

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

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 David L. Lasyone, Sr. and Patricia Norris Lasyone and send copy to Debra Morris and Tate Chalfant.

Contact:

David L. Lasyone, Sr. and Patricia Norris Lasyone
220 Hansford Road
Pineville, Louisiana 71360

Additional instructions/notes: N/A

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
► **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

David L. Lasyone, Sr. and Patricia Norris Lasyone

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.451 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

David L. Lasyone, Sr. and Patricia Norris Lasyone

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

- 4a** Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____
- 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 ► _____

- 5a** Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?
- b** Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?
- c** Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ►

Date ►

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here Appraiser signature ► Date ►
Appraiser name ► Title ►

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► August 15, 2020

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 11Bay Minette, Alabama 36507

Authorized signature


Title
Chairman

Date

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316 
Norris Lane
G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road
05-55-05-15-0-000-012.000
Tract No. 5

**FEE SIMPLE
WARRANTY DEED**

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

A part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 7 South, Range 3 East, identified as Tract Number 5 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a railroad spike found at the northwest corner of the Southeast Quarter of Section 15, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence S0°26'29"W along the west line of said Quarter a distance of 1329.30 feet to a point;

Thence N89°50'32"E leaving the west line of said Quarter a distance of 15.00 feet to the grantor's northwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N89°50'31"E along the grantor's north property line a distance of 15.00 feet to a point on the acquired R/W line;

Thence S0°26'29"W along the acquired R/W line a distance of 1309.31 feet to the grantor's south property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 8/20/2020 3:07 PM
TOTAL \$ 0.00
7 Pages

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Thence S89°51'15"W along the grantor's south property line a distance of 15.00 feet to the grantor's southwest property corner;

Thence N0°26'29"E along the grantor's west property line a distance of 1309.30 feet to the Point of Beginning of the property herein conveyed and containing 0.451 acres, more or less.

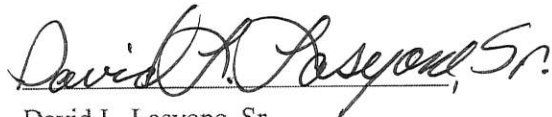
And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

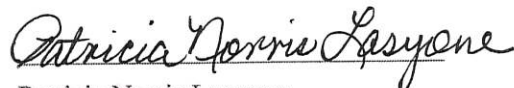
TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 15th day of AUGUST, 2020.


David L. Lasyone, Sr.


Patricia Norris Lasyone

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF LOUISIANA)
COUNTY OF ORANT)

I, MIKE POISSO, a Notary Public, in and for said County in said State, hereby certify that David L. Lasyone Sr. and Patricia Norris Lasyone, 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 15th day of August, 2020.

MIKE POISSO
10# 53679 NOTARY PUBLIC

Commission Expires: AT DEATH

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 5

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 15th day of AUGUST, 2020.

David L. Lasyone, Sr.
David L. Lasyone, Sr.

Patricia Norris Lasyone
Patricia Norris Lasyone

ACKNOWLEDGMENT

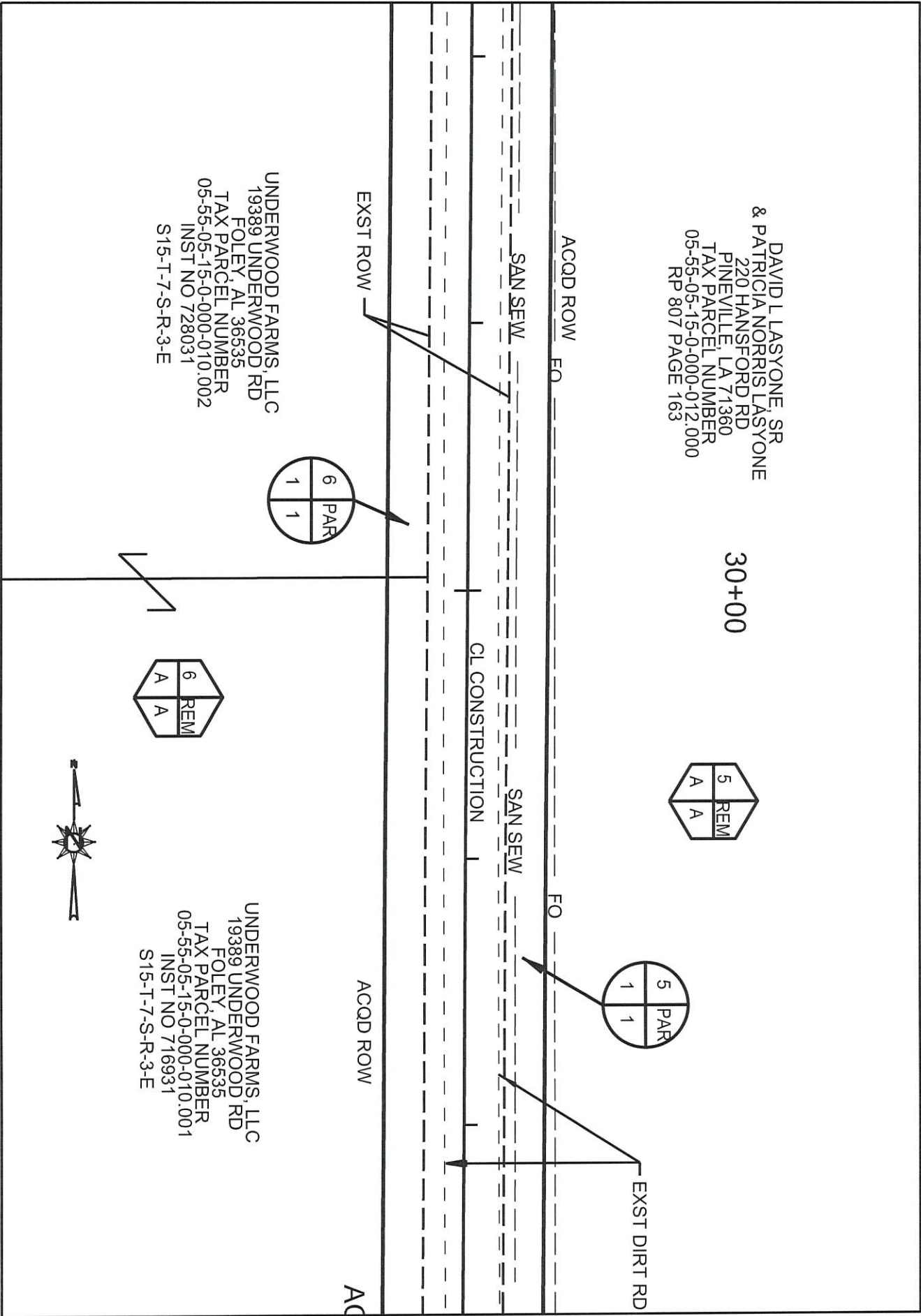
STATE OF LOUISIANA)
COUNTY OF GRANT)

I, MIKE POISSO, a Notary Public, in and for said County in said State, hereby certify that David L. Lasyone Sr. and Patricia Norris Lasyone, 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 15th day of AUGUST, 2020.

Mike Poisso
ID# 53679 NOTARY PUBLIC

My Commission Expires: AT DEATH



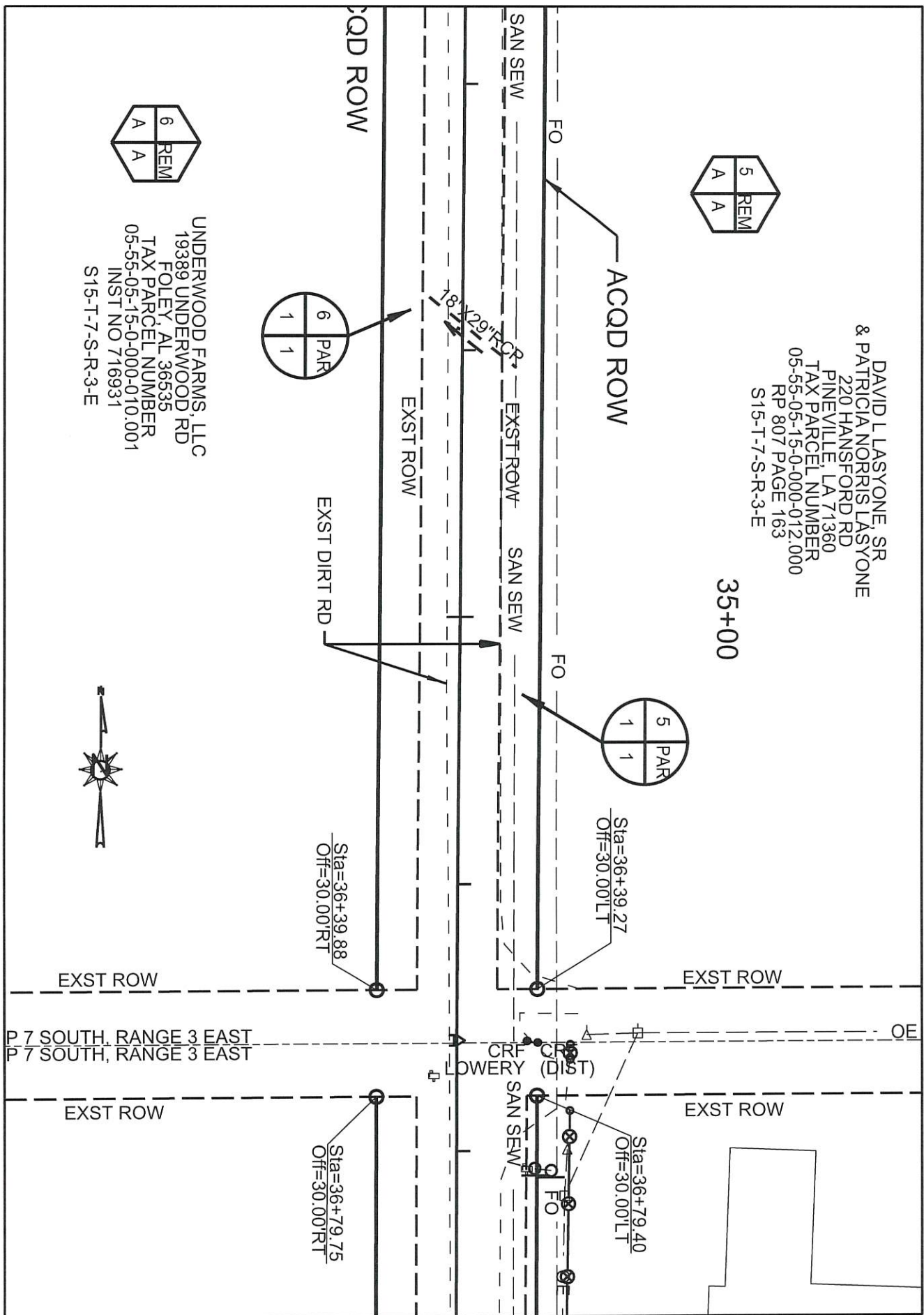
MATCH SHEET 3 OF 3

THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 5
OWNER DAVID L LASYONE, SR & PATRICIA NORRIS LASYONE
TOTAL ACREAGE 19.632
R.O.W. REQUIRED 0.451
PRESCRIPTIVE R.O.W. N/A
T.C.E. REQUIRED N/A
REMAINDER 19.181

PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=50'
DATE; 07-01-2020
REVISED: N/A
SHEET : 2 OF 3



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	5
OWNER	DAVID L LASYONE, SR & PATRICIA NORRIS LASYONE
TOTAL ACREAGE	19.632
R.O.W. REQUIRED	0.451
PRESCRIPTIVE R.O.W.	N/A
T.C.E. REQUIRED	N/A
REMAINDER	19.181

PROJECT NO.	0204316
COUNTY	BALDWIN
SCALE:	1"=50'
DATE;	07-01-2020
REVISED:	N/A
SHEET :	3 OF 3



NORRIS LANE (TRACT 5)





Baldwin County Commission

Agenda Action Form

File #: 21-0512, **Version:** 1

Item #: BN8

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 7)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.025 acres on Norris Lane (Tract 7) as a right-of-way donated to Baldwin County by U. Ross Luckie on August 19, 2020 (Instrument No. 1852678 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 19, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from U. Ross Luckie.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

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

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

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 U. Ross Luckie and send copy to Debra Morris and Tate Chalfant.

Contact:

U. Ross Luckie

629 North 74th Avenue

Pensacola, Florida 32506

Additional instructions/notes: N/A

Noncash Charitable Contributions

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

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

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

U. Ross Luckie

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.025 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

U. Ross Luckie

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

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 ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► August 19, 2020

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 11Bay Minette, Alabama 36507

Authorized signature

Title
Chairman

Date

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

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Project No. 0204316
Norris Lane
G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road
05-55-05-22-0-000-002.001
Tract No. 7

**FEE SIMPLE
WARRANTY DEED**

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

A part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 7 South, Range 3 East, identified as Tract Number 7 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southwest corner of the Northeast Quarter of Section 22, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°11'28"E along the west line of said Quarter a distance of 2375.58 feet to a point;

Thence S90°0'00"E leaving the west line of said Quarter a distance of 25.11 feet to the grantor's southwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N0°26'35"E along the grantor's west property line a distance of 255.56 feet to the grantor's northwest property corner;

Thence N89°51'15"E along the grantor's north property line a distance of 3.77 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 8/25/2020 8:42 AM
TOTAL \$ 0.00
4 Pages

1852678



Thence S0°11'28"W along the acquired R/W line a distance of 255.11 feet to the grantor's south property line;

Thence S84°39'58"W along the grantor's south property line a distance of 4.92 feet to the Point of Beginning of the property herein conveyed and containing 0.025 acres, more or less.

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

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

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 19 day of AUGUST, 2020.



U. Ross Luckie

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 7

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

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

19 IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 19 day of August, 2020.



U. Ross Luckie

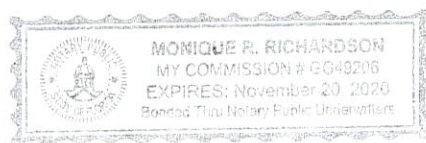
ACKNOWLEDGMENT

STATE OF Florida)

COUNTY OF Essex)

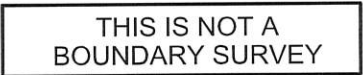
I, Monique K. Richardson, a Notary Public, in and for said County in said State, hereby certify that U. Ross Luckie, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of August, 2020.



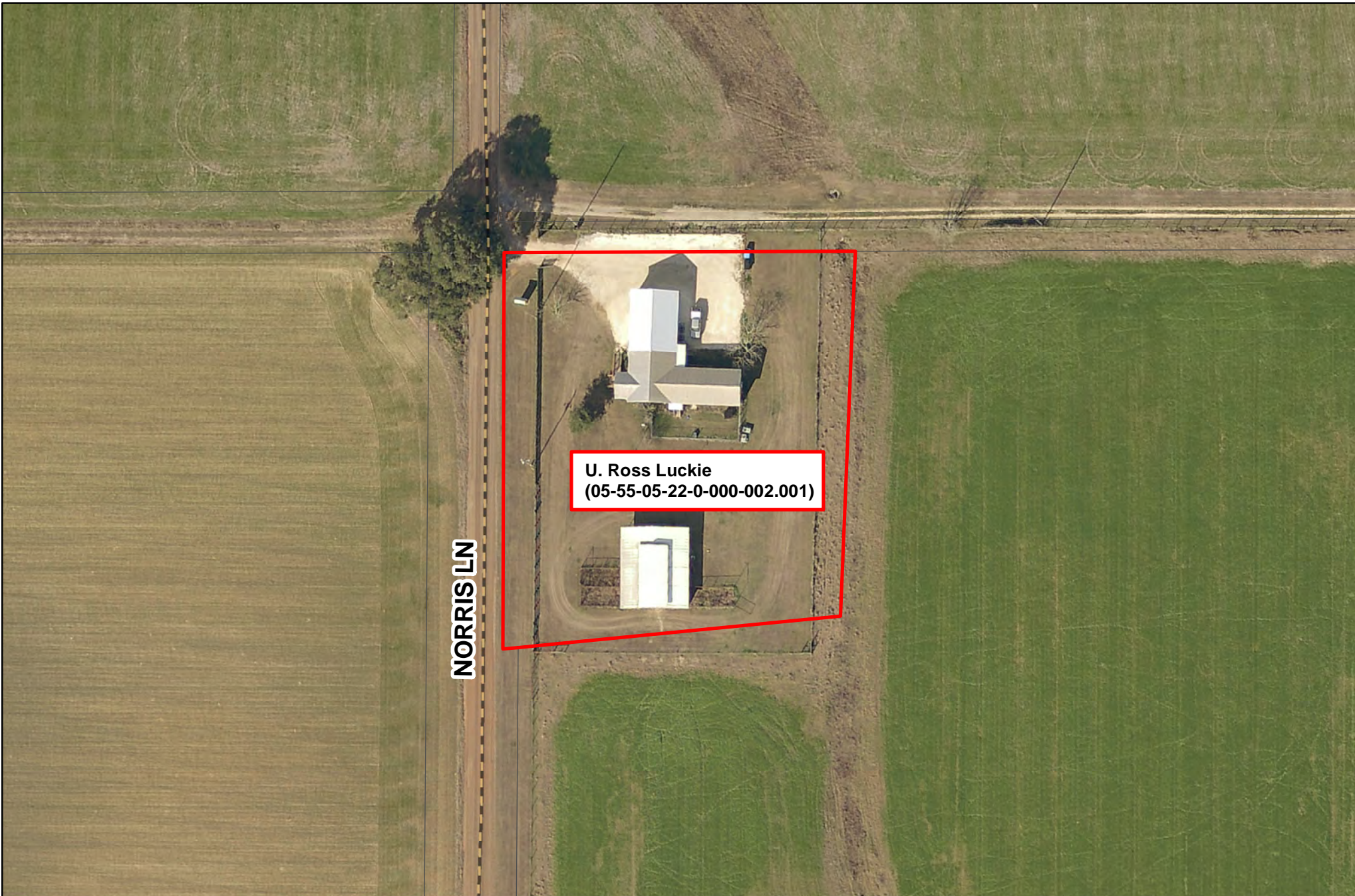
NOTARY PUBLIC

My Commission Expires: 11-20-2020



TRACT NO.	7
OWNER	U. ROSS LUCKIE
TOTAL ACREAGE	1.106
R.O.W. REQUIRED	0.025
PRESCRIPTIVE R.O.W.	N/A
T.C.E. REQUIRED	N/A
REMAINDER	1.081

PROJECT NO.	0204316
COUNTY	BALDWIN
SCALE:	1"=50'
DATE;	05-31-2016
REVISED:	N/A
SHEET :	1 OF 1



NORRIS LN

U. Ross Luckie
(05-55-05-22-0-000-002.001)



NORRIS LANE
(TRACT 7)





Baldwin County Commission

Agenda Action Form

File #: 21-0513, **Version:** 1

Item #: BN9

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 8)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.213 acres on Norris Lane (Tract 8) as a right-of-way donated to Baldwin County by Donald Grantham and Elizabeth Grantham on September 2, 2020 (Instrument No. 1855484 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 September 2, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from Donald Grantham and Elizabeth Grantham.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

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

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

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 Donald Grantham and Elizabeth Grantham and send copy to Debra Morris and Tate Chalfant.

Contact:
Donald and Elizabeth Grantham
13789 Norris Lane
Foley, Alabama 36535

Additional instructions/notes: N/A

Noncash Charitable Contributions

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

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

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Donald Grantham and Elizabeth Grantham

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.213 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Donald Grantham and Elizabeth Grantham

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

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 ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► September 2, 2020

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 11Bay Minette, Alabama 36507

Authorized signature

Title
Chairman

Date

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316

Norris Lane

G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road

05-55-05-22-0-000-002.000

Tract No. 8

**FEE SIMPLE
WARRANTY DEED**

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

A part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 7 South, Range 3 East, identified as Tract Number 8 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southwest corner of the Northeast Quarter of Section 22, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°11'28"E along the west line of said Quarter a distance of 1755.70 feet to a point;

Thence S90°0'00"E leaving the west line of said Quarter a distance of 15.00 feet to the grantor's southwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N0°11'28"E along the grantor's west property line a distance of 618.93 feet to the grantor's property corner;

Thence N84°39'58"E along the grantor's property line a distance of 15.07 feet to a point on the acquired R/W line;

Thence S0°11'28"W along the acquired R/W line a distance of 620.28 feet to the grantor's south property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 9/ 3/2020 2:03 PM
TOTAL \$ 0.00
6 Pages

1855484



Thence S89°49'25"W along the grantor's south property line a distance of 15.00 feet to the Point of Beginning of the property herein conveyed and containing 0.213 acres, more or less.

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

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

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 2nd day of September, 2020


Donald Grantham


Elizabeth Grantham

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Donald Grantham and Elizabeth Grantham, whose name are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2 day of September, 2020.

Tate Chalfant
NOTARY PUBLIC



Commission Expires: _____

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 8

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

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

2nd IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the September day of September, 2020.

Donald M. Grantham
Donald Grantham

Elizabeth Grantham
Elizabeth Grantham

ACKNOWLEDGMENT

STATE OF)

COUNTY OF)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Donald Grantham and Elizabeth Grantham, whose name are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2 day of September, 2020.

Tate Chalfant
NOTARY PUBLIC



My Commission Expires _____

MATCH SHEET 2 OF 2



DONALD GRANTHAM
& ELIZABETH GRANTHAM
13789 NORRIS LN
FOLEY, AL 36535
TAX PARCEL NUMBER
05-55-05-22-0-000-002.000
INST NO 1540625
S22-T-7-S-R-3-E



45+00



ACQD ROW

P.O.C.
SET MAG NAIL WITH WASHER
SW CORNER OF THE
NE QUARTER OF
SEC 22, T-7-S, R-3-E
BALDWIN COUNTY, AL
N 153329.8268
E 1886741.969958

CRP
LOWERY

S0°11'28"W

P.O.B.

JESSE RHODES
& JOANN RHODES
13668 CO RD 49
FOLEY, AL 36535
TAX PARCEL NUMBER
05-55-05-22-0-000-003.000
INST NO 886094
S22-T-7-S-R-3-E

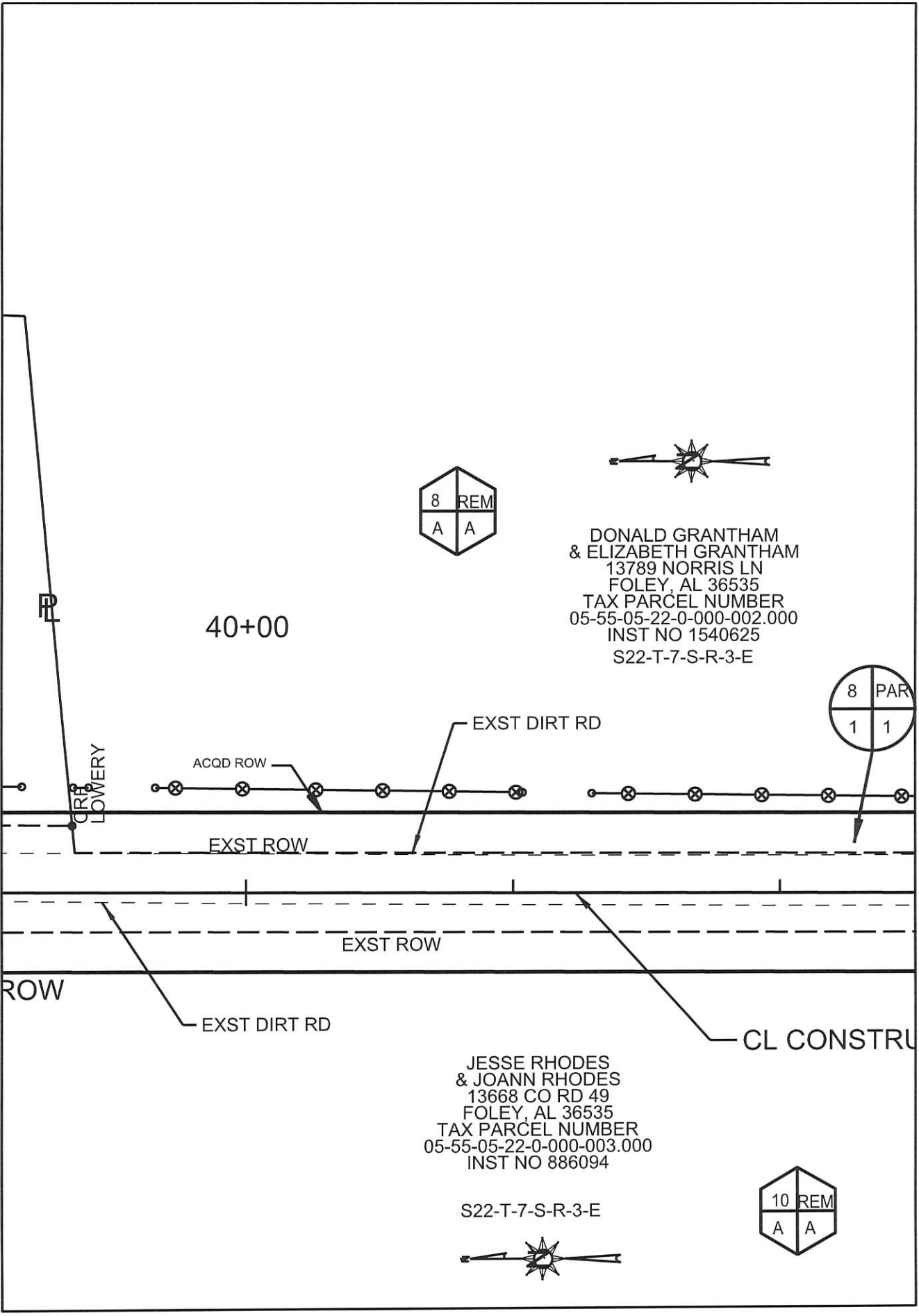


THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 8
OWNER DONALD & ELIZABETH GRANTHAM
TOTAL ACREAGE 25.344
R.O.W. REQUIRED 0.213
PRESCRIPTIVE R.O.W. N/A
T.C.E. REQUIRED N/A
REMAINDER 25.131

PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=50'
DATE; 07-01-2020
REVISED: N/A
SHEET : 1 OF 2



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	8	PROJECT NO.	0204316
OWNER	DONALD & ELIZABETH GRANTHAM	COUNTY	BALDWIN
TOTAL ACREAGE	25.344	SCALE:	1"=50'
R.O.W. REQUIRED	0.213	DATE;	07-01-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	2 OF 2
REMAINDER	25.131		

NORRIS LN

Donald Grantham and Elizabeth Grantham
(05-55-05-22-0-000-002.000)



NORRIS LANE (TRACT 8)





Baldwin County Commission

Agenda Action Form

File #: 21-0514, **Version:** 1

Item #: BN10

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 9)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.148 acres on Norris Lane (Tract 9) as a right-of-way donated to Baldwin County by Elizabeth Taylor Grantham on September 2, 2020 (Instrument No. 1855489 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 September 2, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from Elizabeth Taylor Grantham.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

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

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

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 Elizabeth Taylor Grantham and send copy to Debra Morris and Tate Chalfant.

Contact:
Elizabeth Taylor Grantham
13789 Norris Lane
Foley, Alabama 36535

Additional instructions/notes: N/A

Noncash Charitable Contributions

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

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

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Elizabeth Taylor Grantham

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<div style="text-align: center;"> <input type="checkbox"/> <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div> </div>	
B		<div style="text-align: center;"> <input type="checkbox"/> <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div> </div>	
C		<div style="text-align: center;"> <input type="checkbox"/> <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div> </div>	
D		<div style="text-align: center;"> <input type="checkbox"/> <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div> </div>	
E		<div style="text-align: center;"> <input type="checkbox"/> <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div> </div>	

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						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I	Information on Donated Property
---------------	--

2 Check the box that describes the type of property donated.

- a** ☐ Art* (contribution of \$20,000 or more) **e** ☒ Other Real Estate **i** ☐ Vehicles
b ☐ Qualified Conservation Contribution **f** ☐ Securities **j** ☐ Clothing and household items
c ☐ Equipment **g** ☐ Collectibles** **k** ☐ Other
d ☐ Art* (contribution of less than \$20,000) **h** ☐ Intellectual Property

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)		(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.			(c) Appraised fair market value
A	0.148 acres for County Road ROW		Very Good			
B						
C						
	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Elizabeth Taylor Grantham

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

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 ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ►

Date ►

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ►

Date ►

Appraiser name ►

Title ►

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► September 2, 2020

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 11Bay Minette, Alabama 36507

Authorized signature

Title
Chairman

Date

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316 *TV*

Norris Lane

G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road

05-55-05-22-0-000-001.003

Tract No. 9

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Elizabeth Taylor Grantham, a married woman not conveying part of her homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 7 South, Range 3 East, identified as Tract Number 9 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southwest corner of the Northeast Quarter of Section 22, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°11'28"E along the west line of said Quarter a distance of 1325.53 feet to a point;

Thence N89°49'23"E leaving the west line of said Quarter a distance of 15.00 feet to the grantor's southwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N0°11'28"E along the grantor's west property line a distance of 430.12 feet to the grantor's northwest property corner;

Thence N89°49'25"E along the grantor's north property line a distance of 15.00 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 9/ 3/2020 2:04 PM
TOTAL \$ 0.00
5 Pages

1855489



Thence S0°11'28"W along the acquired R/W line a distance of 430.12 feet to the grantor's south property line;

Thence S89°49'23"W along the grantor's south property line a distance of 15.00 feet to the Point of Beginning of the property herein conveyed and containing 0.148 acres, more or less.

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

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

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 2nd day of September, 2020.


Elizabeth Taylor Grantham

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

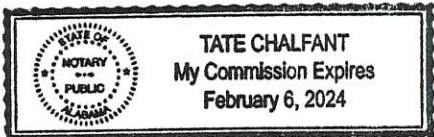
ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Elizabeth Taylor Grantham, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2 day of September, 2020.

Tate Chalfant
NOTARY PUBLIC



Commission Expires. _____

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 9

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 2nd day of September, 2020.

Elizabeth Taylor Grantham
Elizabeth Taylor Grantham

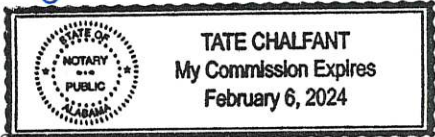
ACKNOWLEDGMENT

STATE OF)
COUNTY OF)

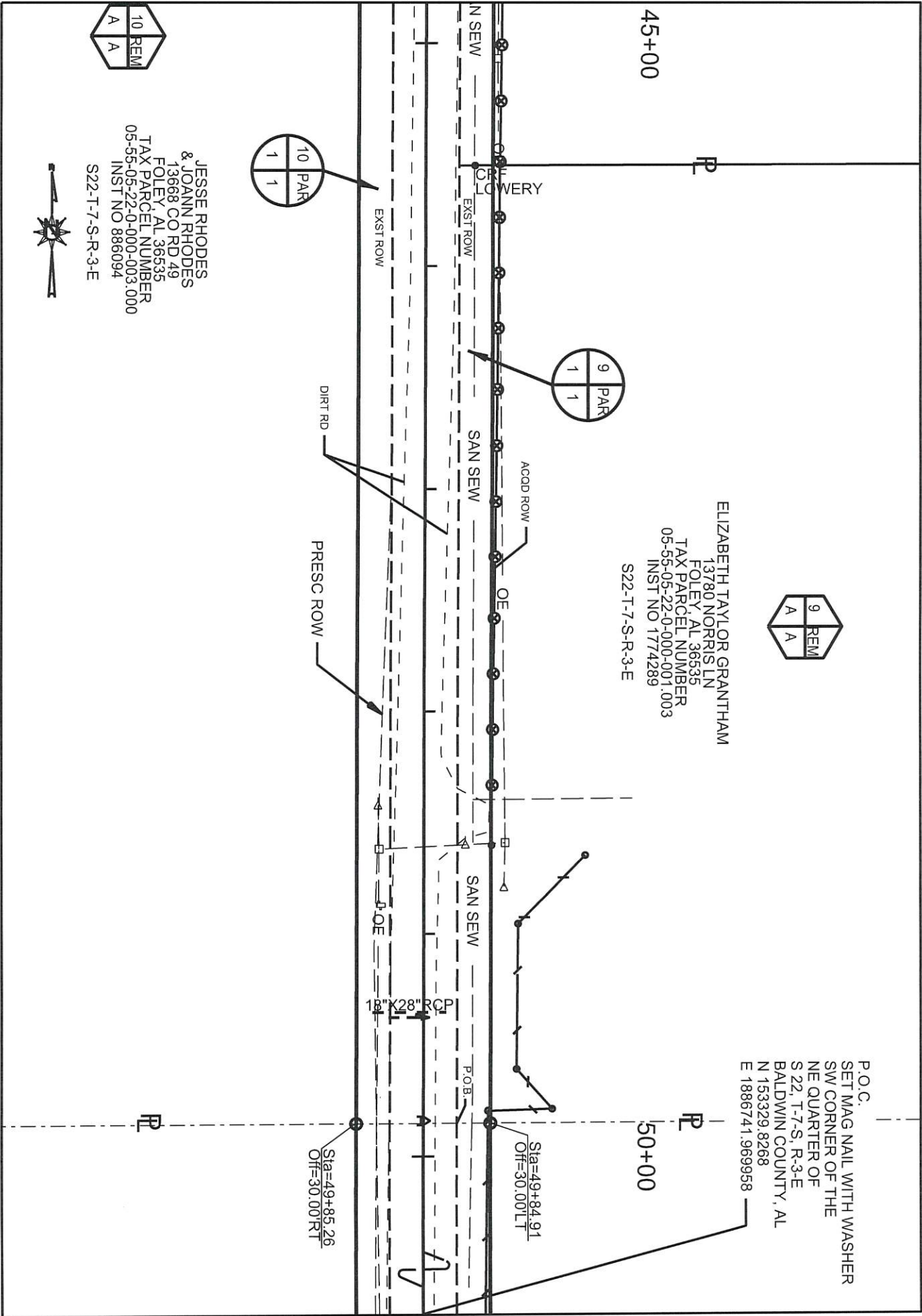
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Elizabeth Taylor Grantham, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2 day of September, 2020.

Tate Chalfant
NOTARY PUBLIC



My Commission Expires. _____



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 9
OWNER ELIZABETH TAYLOR GRANTHAM
TOTAL ACREAGE 24.853
R.O.W. REQUIRED 0.148
PRESCRIPTIVE R.O.W. N/A
T.C.E. REQUIRED N/A
REMAINDER 24.705

PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=60'
DATE; 07-01-2020
REVISED: N/A
SHEET : 1 OF 1

NORRIS LN

Elizabeth Taylor Grantham
(05-55-05-22-0-000-001.003)



NORRIS LANE
(TRACT 9)





Baldwin County Commission

Agenda Action Form

File #: 21-0515, **Version:** 1

Item #: BN11

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 10)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.420 acres on Norris Lane (Tract 10) as a right-of-way donated to Baldwin County by Jesse D. Rhodes on September 9, 2020 (Instrument No. 1858412 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 September 9, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from Jesse D. 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; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

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

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 Jesse D. Rhodes and send copy to Debra Morris and Tate Chalfant.

Contact:
Jesse D. Rhodes
13668 County Road 49
Foley, Alabama 36535

Additional instructions/notes: N/A

Noncash Charitable Contributions

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

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

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Jesse D. Rhodes

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.420 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Jesse D. Rhodes

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

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 ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► September 9, 2020

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 11Bay Minette, Alabama 36507

Authorized signature


Title
Chairman

Date

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316 

Norris Lane

G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road

05-55-05-22-0-000-003.000

Tract No. 10

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Jesse D. Rhodes, a widower, being the surviving grantee of that certain deed dated April 15, 2005 and recorded in Instrument No. 886094. The other grantee, Joann Rhodes having died on July 26, 2014, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northeast Quarter of the Northwest Quarter of Section 22, Township 7 South, Range 3 East, identified as Tract Number 10 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southeast corner of the Northwest Quarter of Section 22, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°11'28"E along the east line of said Quarter a distance of 1325.53 feet to a point;

Thence S89°54'02"W leaving the east line of said Quarter a distance of 15.00 feet to the grantor's southeast property corner and being Point of Beginning of the property herein to be conveyed;

Thence S89°54'02"W along the grantor's south property line a distance of 15.00 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 9/23/2020 8:25 AM
TOTAL \$ 0.00
7 Pages

1858412



Thence N0°11'28"E along the acquired R/W line a distance of 1305.51 feet to a point on the grantor's north property line;

Thence N89°51'15"E along the grantor's north property line a distance of 15.00 feet to the grantor's northeast property corner;

Thence S0°11'28"W along the grantor's east property line a distance of 1305.52 feet to the Point of Beginning of the property herein conveyed and containing 0.450 acres, more or less.

. **(0.030 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.420 acres is being acquired from the Grantor.)

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

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

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 9 day of Sept, 2020.


Jesse D. Rhodes

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

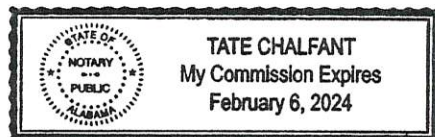
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Jesse D. Rhodes, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9 day of September, 2020.

Tate Chalfant

NOTARY PUBLIC



Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576


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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 10

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 9 day of Sept, 2020.


Jesse D. Rhodes

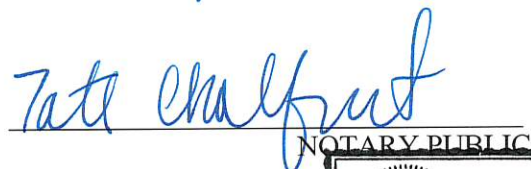
ACKNOWLEDGMENT

STATE OF ALABAMA)

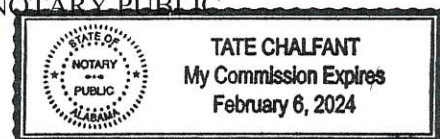
COUNTY OF BALDWIN)

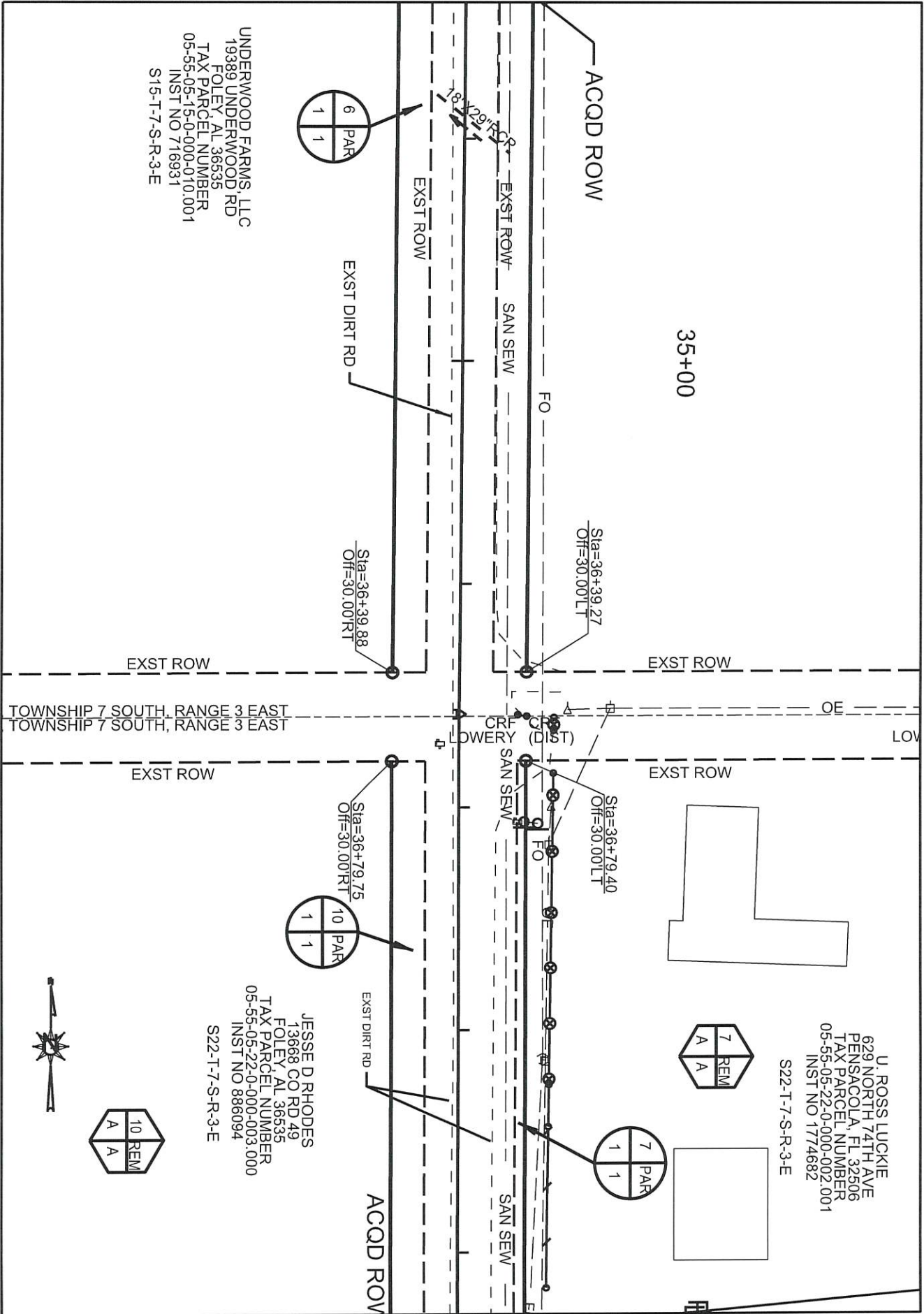
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Jesse D. Rhodes, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9 day of September 2020.


NOTARY PUBLIC

My Commission Expires: _____





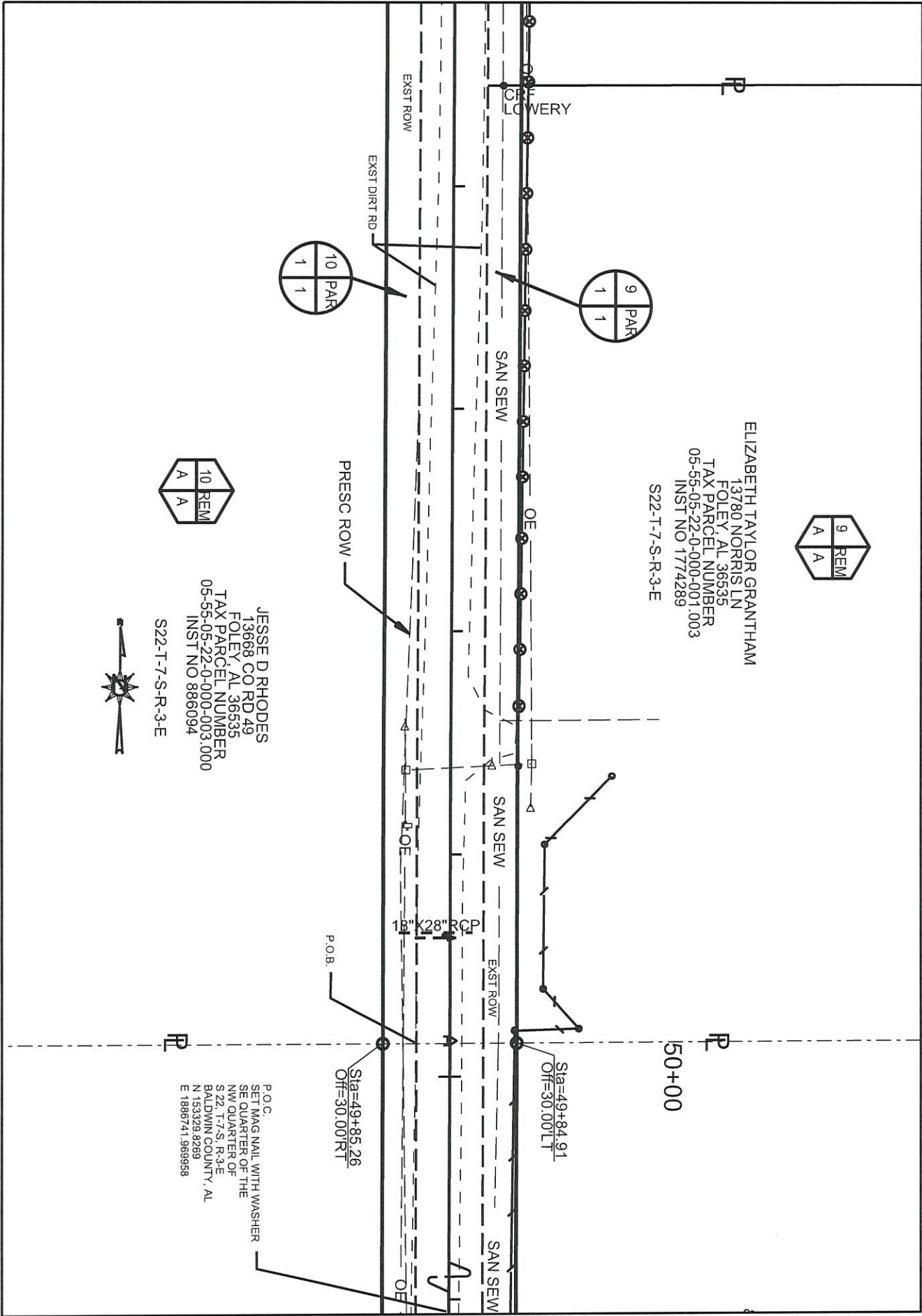
MATCH SHEET 2 OF 3

THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 10
OWNER JESSE D RHODES
TOTAL ACREAGE 78.324
R.O.W. REQUIRED 0.450
PRESCRIPTIVE R.O.W. 0.030
T.C.E. REQUIRED N/A
REMAINDER 77.874

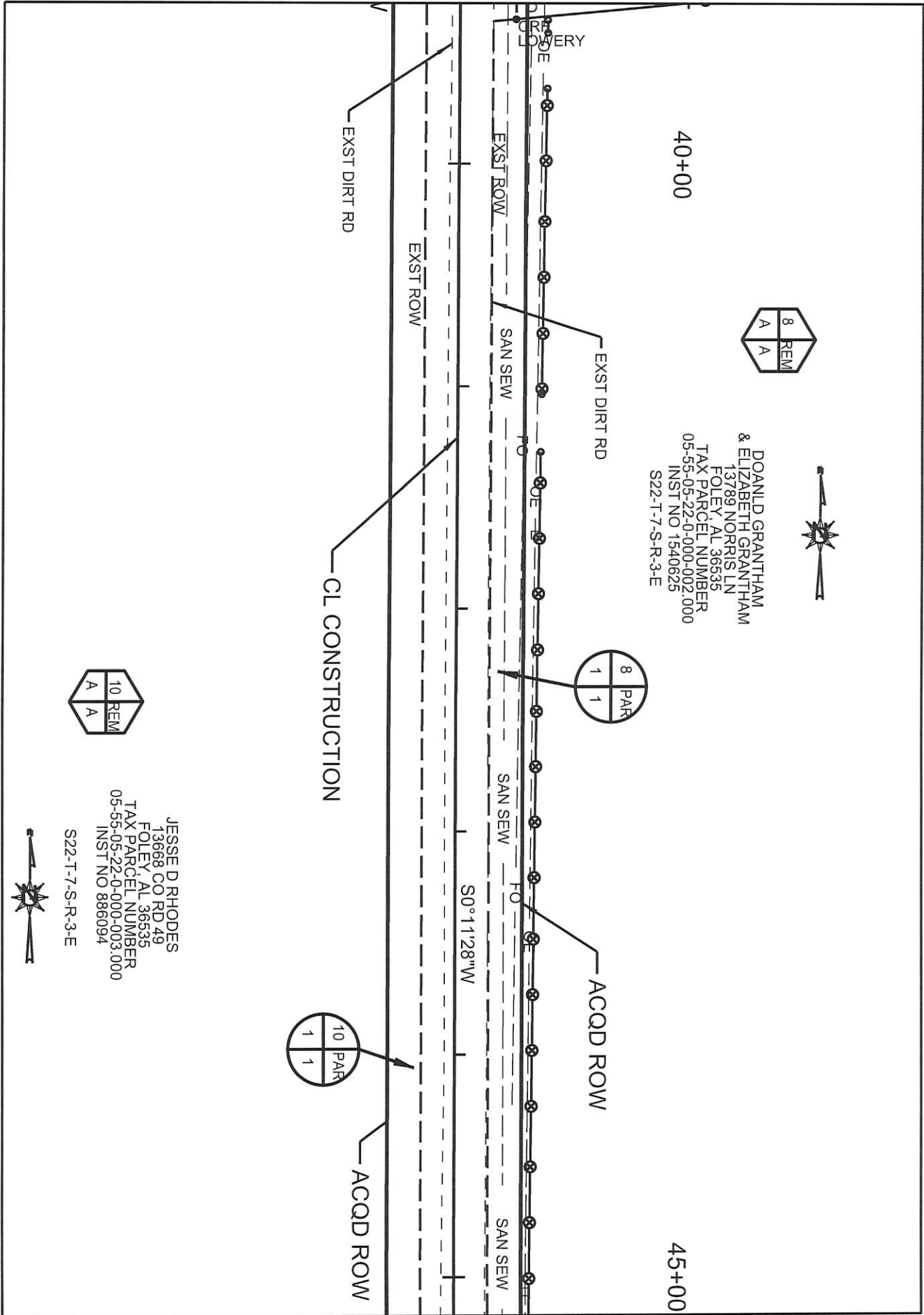
PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=60'
DATE; 07-01-2020
REVISED: N/A
SHEET : 3 OF 3



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	10	PROJECT NO.	0204316
OWNER	JESSE D RHODES	COUNTY	BALDWIN
TOTAL ACREAGE	78.324	SCALE:	1"=60'
R.O.W. REQUIRED	0.450	DATE;	07-01-2020
PRESCRIPTIVE R.O.W.	0.030	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 3
REMAINDER	77.874		



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	10
OWNER	JESSE D RHODES
TOTAL ACREAGE	78.324
R.O.W. REQUIRED	0.450
PRESCRIPTIVE R.O.W.	0.030
T.C.E. REQUIRED	N/A
REMAINDER	77.874

PROJECT NO.	0204316
COUNTY	BALDWIN
SCALE:	1"=60'
DATE;	07-01-2020
REVISED:	N/A
SHEET :	2 OF 3

COUNTY RD 49

Jesse D. Rhodes
(05-55-05-22-0-000-003.000)

NORRIS LN



NORRIS LANE (TRACT 10)





Baldwin County Commission

Agenda Action Form

File #: 21-0516, **Version:** 1

Item #: BN12

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 11)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.103 acres on Norris Lane (Tract 11) as a right-of-way donated to Baldwin County by Randolph W. Flowers and Leslie R. Flowers on July 29, 2020 (Instrument No. 1846607 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 July 29, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from Randolph W. Flowers and Leslie R. Flowers.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

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

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

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 Randolph W. Flowers and Leslie R. Flowers and send copy to Debra Morris and Tate Chalfant.

Contact:
Randolph and Leslie Flowers
13750 Norris Lane
Foley, Alabama 36535

Additional instructions/notes: N/A

Noncash Charitable Contributions

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

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

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Randolph W. Flowers and Leslie R. Flowers

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.103 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Randolph W. Flowers and Leslie R. Flowers**Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—**

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

- 4a** Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____
- 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 ► _____

- 5a** Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?
- b** Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?
- c** Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ►

Date ►

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here Appraiser signature ► Date ►
Appraiser name ► Title ►

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► July 29, 2020

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, Alabama 36507
Authorized signature Title Date
Chairman

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316/18

Norris Lane

G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road

05-55-05-22-0-000-007.001

Tract No. 11

**FEE SIMPLE
WARRANTY DEED**

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

A part of the Southwest Quarter of the Northeast Quarter of Section 22, Township 7 South, Range 3 East, identified as Tract Number 11 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southwest corner of the Southwest Quarter of the Northeast Quarter of Section 22, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°11'28"E along the west line of said Quarter/Quarter a distance of 1025.53 feet to a point;

Thence N90°0'00"E leaving the west line of said Quarter/Quarter a distance of 15.00 feet to the grantor's southwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N0°11'28"E along the grantor's west property line a distance of 300.05 feet to the grantor's northwest property corner;

Thence N89°49'23"E along the grantor's north property line a distance of 15.00 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 7/30/2020 3:20 PM
TOTAL \$ 0.00
5 Pages

1846607



Thence S0°11'28"E along the acquired R/W line a distance of 300.09 feet to the grantor's south property line;

Thence S90°0'00"W along the grantor's south property line a distance of 15.00 feet to the Point of Beginning of the property herein conveyed and containing 0.103 acres, more or less.

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

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

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 29 day of JULY, 2020.


Randolph W. Flowers


Leslie R. Flowers

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

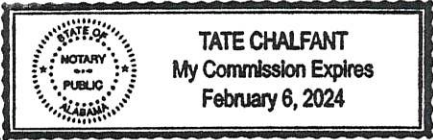
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Randolph W. Flowers and Leslie R. Flowers, 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 29 day of July, 2020.

Tate Chalfant

NOTARY PUBLIC



Commission Expires: _____

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 11

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 29 day of July, 2020.


Randolph W. Flowers


Leslie R. Flowers

ACKNOWLEDGMENT

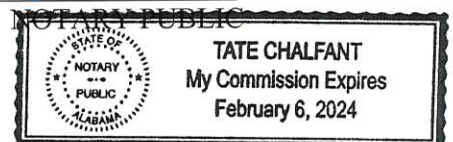
STATE OF ALABAMA)

COUNTY OF BALDWIN)

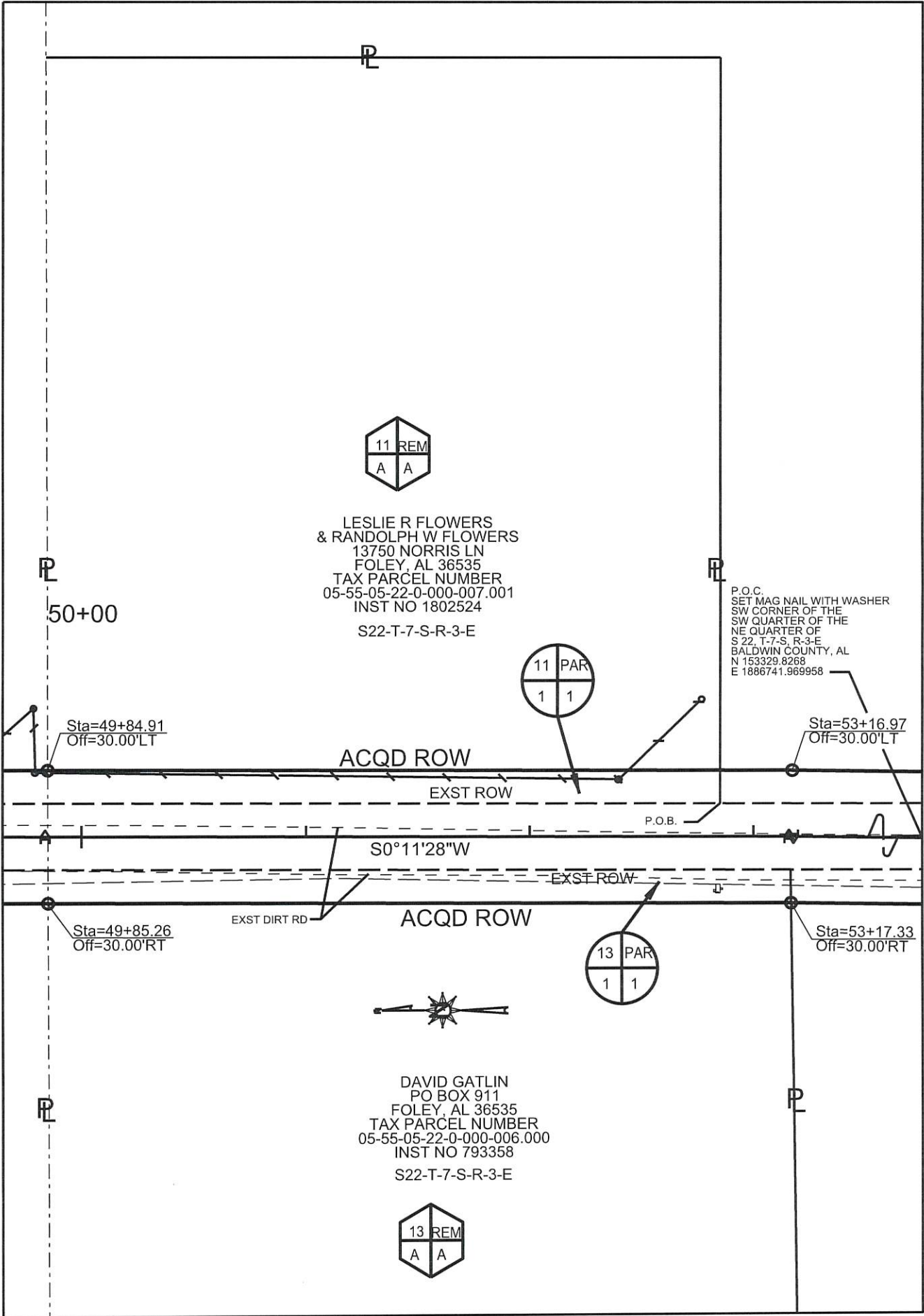
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Randolph W. Flowers and Leslie R. Flowers, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of July, 2020.





My Commission Expires: _____



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	11	PROJECT NO.	0204316
OWNER	LESLIE R FLOWERS	COUNTY	BALDWIN
TOTAL ACREAGE	2.308	SCALE:	1"=60'
R.O.W. REQUIRED	0.103	DATE;	07-01-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	2.305		



NORRIS LN

Leslie R. Flowers and Randolph W. Flowers
(05-55-05-22-0-000-007.001)



NORRIS LANE
(TRACT 11)





Baldwin County Commission

Agenda Action Form

File #: 21-0517, **Version:** 1

Item #: BN13

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 12)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.255 acres on Norris Lane (Tract 12) as a right-of-way donated to Baldwin County by Jesse Rhodes aka Jesse D. Rhodes on September 9, 2020 (Instrument No. 1858414 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 September 9, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from Jesse Rhodes aka Jesse D. 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; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

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

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 Jesse D. Rhodes and send copy to Debra Morris and Tate Chalfant.

Contact:
Jesse D. Rhodes
13668 County Road 49
Foley, Alabama 36535

Additional instructions/notes: N/A

Noncash Charitable Contributions

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

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

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Jesse Rhodes aka Jesse D. Rhodes

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.255 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Jesse Rhodes aka Jesse D. Rhodes

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

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 ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► September 9, 2020

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 11Bay Minette, Alabama 36507

Authorized signature

Title
Chairman

Date

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316

Norris Lane

G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road

05-55-05-22-0-000-007.000

Tract No. 12

YJP

**FEE SIMPLE
WARRANTY DEED**

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

A part of the Southwest Quarter of the Northeast Quarter of Section 22, Township 7 South, Range 3 East, identified as Tract Number 12 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southwest corner of the Southwest Quarter of the Northeast Quarter of Section 22, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°11'28"E along the west line of said Quarter/Quarter a distance of 10.02 feet to a point;

Thence S90°0'00"E leaving the west line of said Quarter/Quarter a distance of 15.00 feet to the grantor's southwest property corner;

Thence N0°11'28"E along the grantor's west property line a distance of 1015.51 feet to the grantor's property corner;

Thence N90°0'00"E along the grantor's property line a distance of 15.00 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 9/23/2020 8:26 AM
TOTAL \$ 0.00
7 Pages

1858414



Thence S0°11'28"W along the acquired R/W line a distance of 32.32 feet to a point (said point is offset 30 feet left of and perpendicular to project centerline at Station 53+16.97);

Thence S0°52'43"W along the acquired R/W line a distance of 336.53 feet to a point (said point is offset 30 feet left of and perpendicular to project centerline at Station 56+54.18);

Thence S0°26'42"W along the acquired R/W line a distance of 494.25 feet to the grantor's south property line;

Thence S89°55'47"W along the grantor's south property line a distance of 9.19 feet to the Point of Beginning of the property herein conveyed and containing 0.255 acres, more or less.

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

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

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 9 day of Sept, 2020.


Jesse Rhodes

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

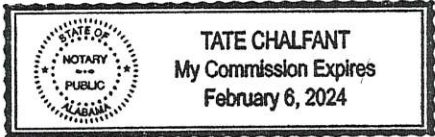
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Jesse Rhodes A/K/A Jesse D. Rhodes, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9 day of September, 2020.

Tate Chalfant
NOTARY PUBLIC



Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 12

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 9 day of Sept, 2020.

Jesse D Rhodes
Jesse Rhodes

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

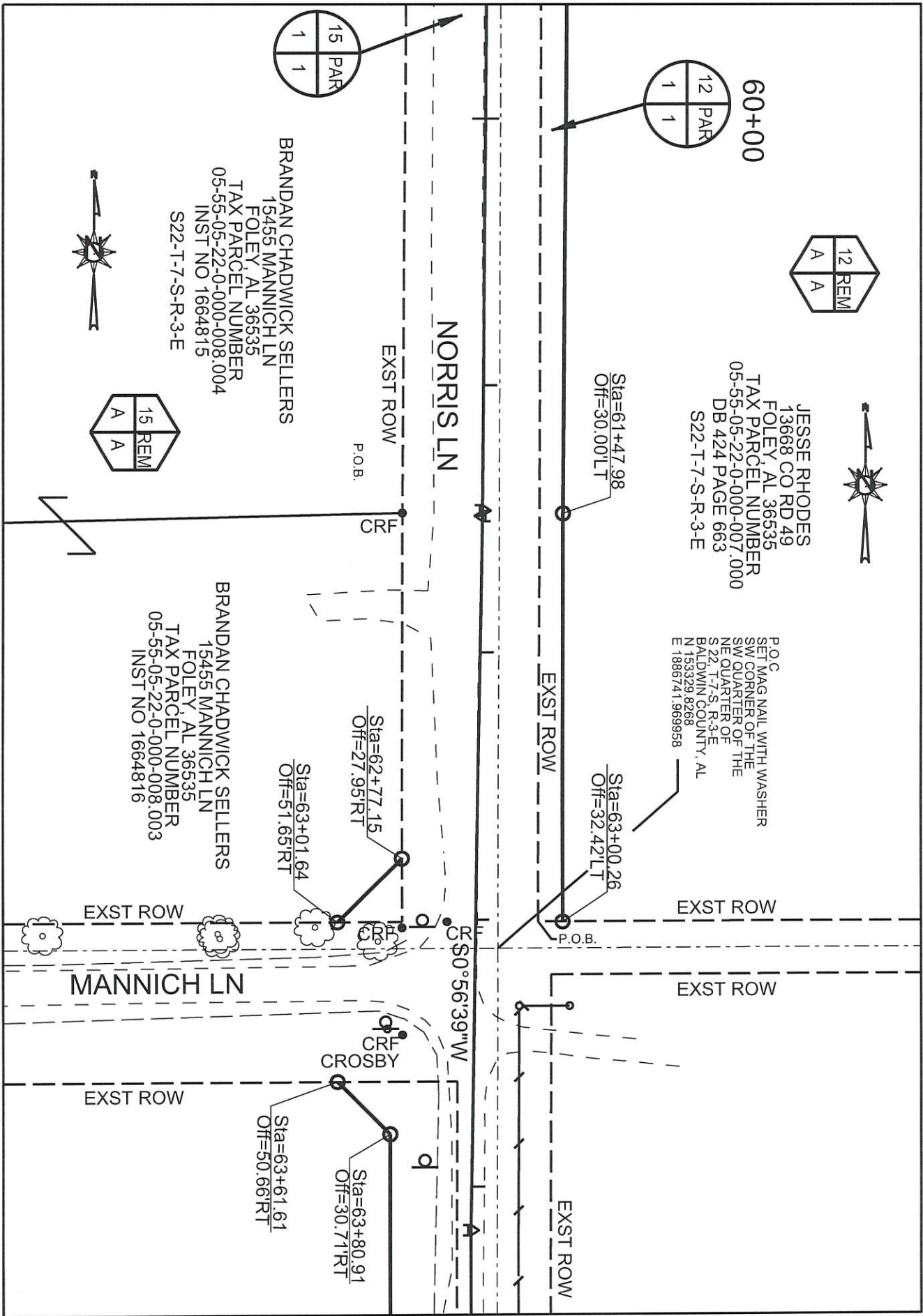
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Jesse Rhodes, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9 day of September 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission Expires

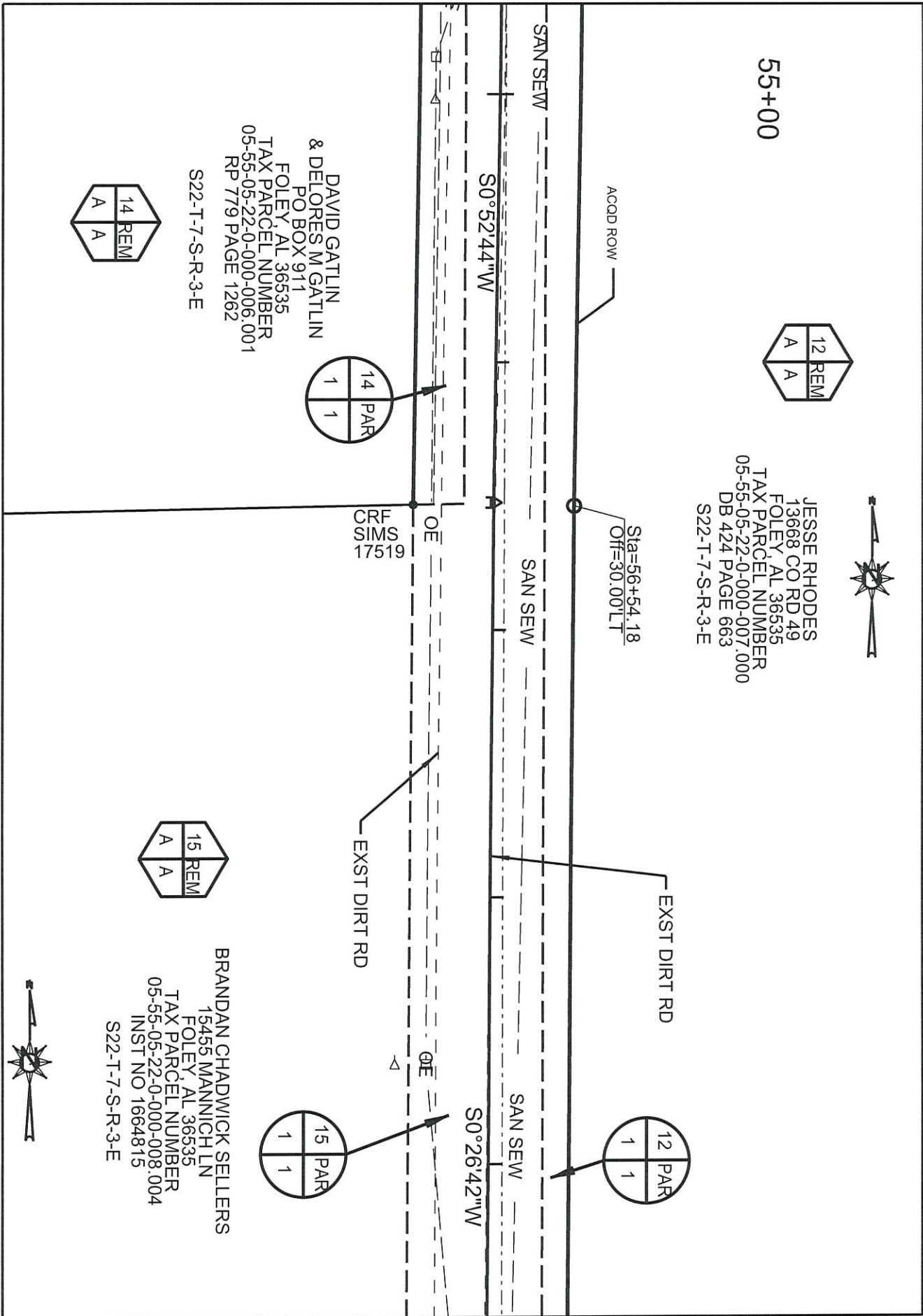




THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

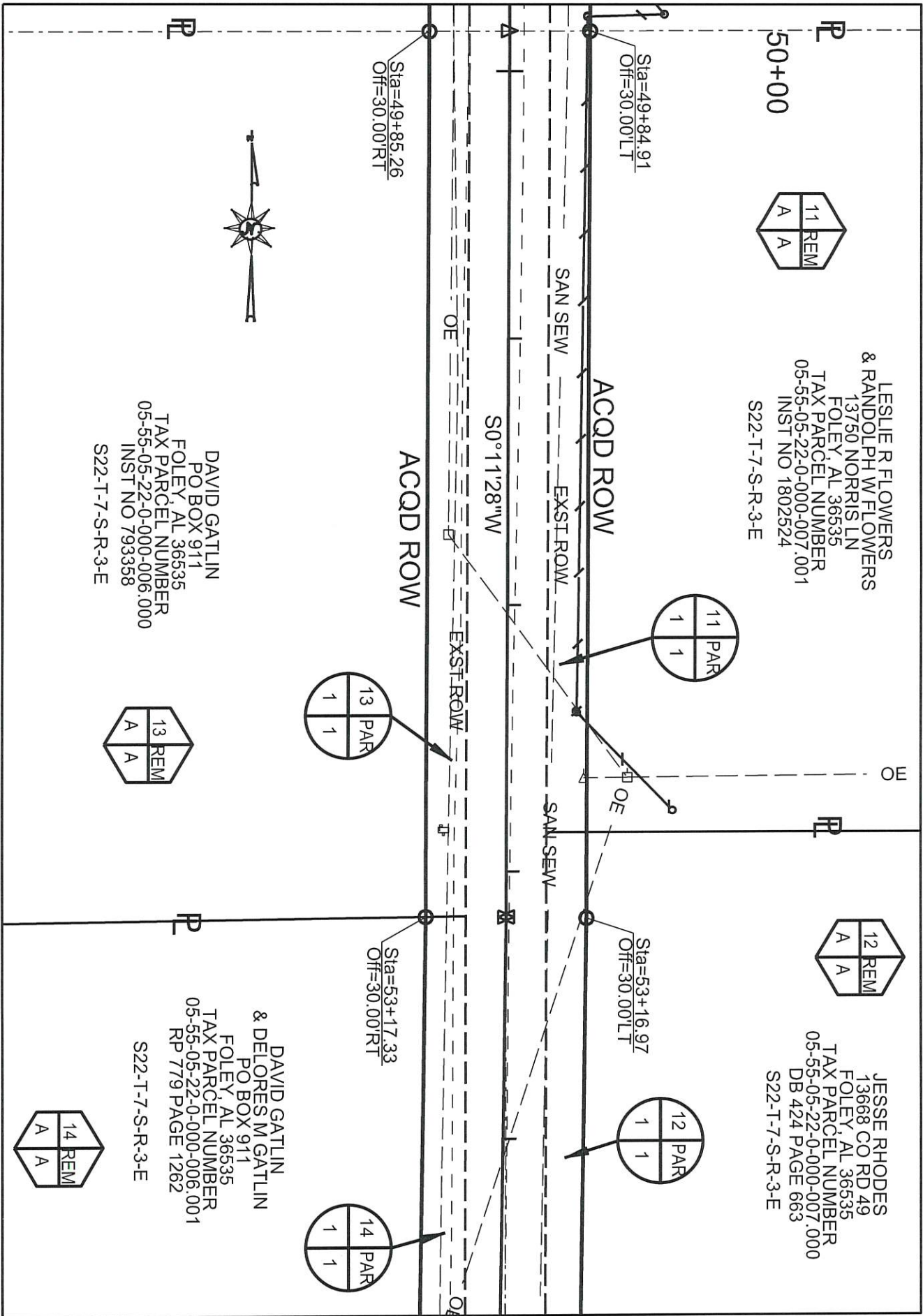
TRACT NO.	12	PROJECT NO.	0204316
OWNER	JESSE RHODES	COUNTY	BALDWIN
TOTAL ACREAGE	37.582	SCALE:	1"=50'
R.O.W. REQUIRED	0.255	DATE;	07-01-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 3
REMAINDER	37.327		



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	12	PROJECT NO.	0204316
OWNER	JESSE RHODES	COUNTY	BALDWIN
TOTAL ACREAGE	37.582	SCALE:	1"=50'
R.O.W. REQUIRED	0.255	DATE;	07-01-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	2 OF 3
REMAINDER	37.327		



MATCH SHEET 2 OF 3

THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 12
OWNER JESSE RHODES
TOTAL ACREAGE 37.582
R.O.W. REQUIRED 0.255
PRESCRIPTIVE R.O.W. N/A
T.C.E. REQUIRED N/A
REMAINDER 37.327

PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=50'
DATE; 07-01-2020
REVISED: N/A
SHEET : 3 OF 3



Jesse Rhodes
(05-55-05-22-0-000-007.000)

NORRIS LN

MANNICH LN



**NORRIS LANE
(TRACT 12)**





Baldwin County Commission

Agenda Action Form

File #: 21-0518, **Version:** 1

Item #: BN14

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 13)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.039 acres on Norris Lane (Tract 13) as a right-of-way donated to Baldwin County by David Gatlin on July 31, 2020 (Instrument No. 1847494 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 July 31, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from David Gatlin.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

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

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

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 David Gatlin and send copy to Debra Morris and Tate Chalfant.

Contact:

David Gatlin

P.O. Box 911

Foley, Alabama 36535

Additional instructions/notes: N/A

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
► **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

David Gatlin

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|--|---|---|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.039 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

David Gatlin

Identifying number

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

- 4a** Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____
- 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 ► _____

- 5a** Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?
- b** Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?
- c** Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ►

Date ►

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here Appraiser signature ► Date ►
Appraiser name ► Title ►

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► July 31, 2020

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 11Bay Minette, Alabama 36507

Authorized signature


Title
Chairman

Date

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316 
Norris Lane
G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road
05-55-05-22-0-000-006.000
Tract No. 13

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), David Gatlin, a married man not conveying part of his homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southeast Quarter of the Northwest Quarter of Section 22, Township 7 South, Range 3 East, identified as Tract Number 13 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southeast corner of the Southeast Quarter of the Northwest Quarter of Section 22, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°11'28"E along the east line of said Quarter/Quarter a distance of 993.96 feet to a point;

Thence S90°0'00"W leaving the east line of said Quarter/Quarter a distance of 15.00 feet to the grantor's southeast property corner and being Point of Beginning of the property herein to be conveyed;

Thence S89°16'21"W along the grantor's south property line a distance of 15.00 feet to a point on the acquired R/W line;

Thence N0°11'28"E along the acquired R/W line a distance of 331.70 feet to a point on the grantor's north property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 8/ 4/2020 8:39 AM
TOTAL \$ 0.00
4 Pages

1847494



Thence N89°53'07"E along the grantor's north property line a distance of 15.00 feet to the grantor's northeast property corner;

Thence S0°11'28"W along the grantor's east property line a distance of 331.54 feet to the Point of Beginning of the property herein conveyed and containing 0.113 acres, more or less.

.(0.074 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.039 acres is being acquired from the Grantor.)

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

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

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 31 day of July, 2020.

David Gatlin
David Gatlin

ACKNOWLEDGMENT

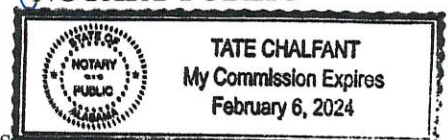
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that David Gatlin, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of July, 2020.

Tate Chalfant
NOTARY PUBLIC



Commission Expires _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 13

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 31 day of July, 2020.


David Gatlin

ACKNOWLEDGMENT

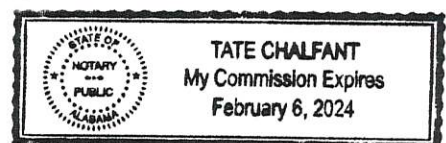
STATE OF ALABAMA)

COUNTY OF BALDWIN)

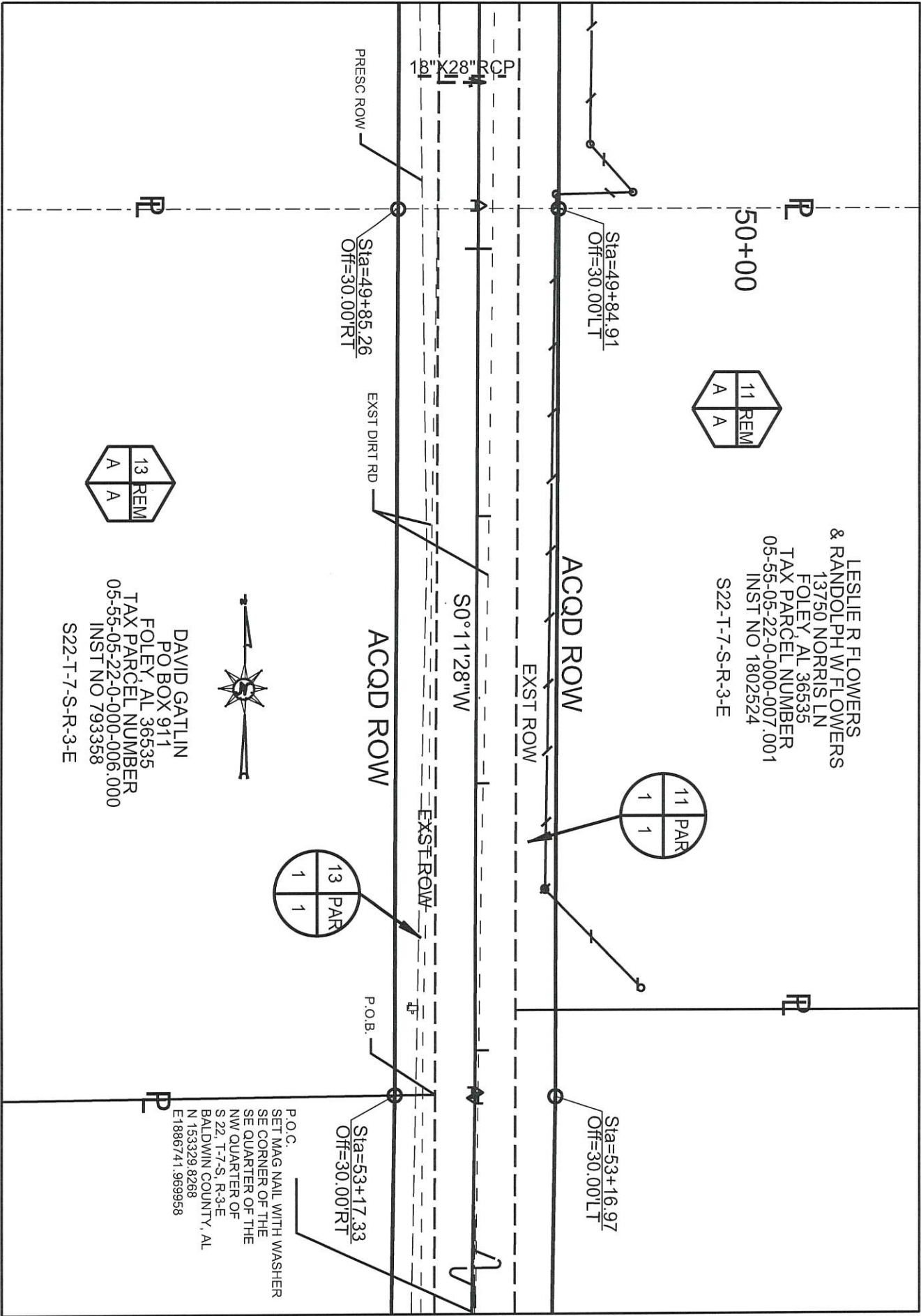
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that David Gatlin, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of July, 2020.


NOTARY PUBLIC



My Commission Expires: _____



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 13
OWNER DAVID GATLIN
TOTAL ACREAGE 10.308
R.O.W. REQUIRED 0.113
PRESCRIPTIVE R.O.W. 0.039
T.C.E. REQUIRED N/A
REMAINDER 10.195

PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=50'
DATE; 07-01-2020
REVISED: N/A
SHEET : 1 OF 1



David Gatlin
(05-55-05-22-0-000-006.000)

NORRIS LN



NORRIS LANE (TRACT 13)





Baldwin County Commission

Agenda Action Form

File #: 21-0519, **Version:** 1

Item #: BN15

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 14)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.058 acres on Norris Lane (Tract 14) as a right-of-way donated to Baldwin County by David Gatlin and Delores M. Gatlin on July 31, 2020 (Instrument No. 1847495 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 July 31, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from David Gatlin and Delores M. Gatlin.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

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

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

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 David Gatlin and Delores M. Gatlin and send copy to Debra Morris and Tate Chalfant.

Contact:
David and Delores M. Gatlin
P.O. Box 911
Foley, Alabama 36535

Additional instructions/notes: N/A

Noncash Charitable Contributions

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

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

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

David Gatlin and Delores M. Gatlin

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|--|---|---|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.058 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

David Gatlin and Delores M. Gatlin

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

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 ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► July 31, 2020

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, Alabama 36507

Authorized signature

Title
Chairman

Date

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316

Norris Lane

G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road

05-55-05-22-0-000-006.001

Tract No. 14

**FEE SIMPLE
WARRANTY DEED**

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

A part of the Southeast Quarter of the Northwest Quarter of Section 22, Township 7 South, Range 3 East, identified as Tract Number 14 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southeast corner of the Southeast Quarter of the Northwest Quarter of Section 22, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°11'28"E along the east line of said Quarter/Quarter a distance of 657.77 feet to a point;

Thence S88°52'04"W leaving the east line of said Quarter/Quarter a distance of 15.00 feet to the grantor's southeast property corner and being Point of Beginning of the property herein to be conveyed;

Thence S88°52'04"W along the grantor's south property line a distance of 19.05 feet to a point on the acquired R/W line;

Thence N0°52'44"E along the acquired R/W line a distance of 336.63 feet to a point on the grantor's north property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 8/ 4/2020 8:40 AM
TOTAL \$ 0.00
4 Pages

1847495



Thence N89°16'29"E along the grantor's north property line a distance of 15.00 feet to the grantor's northeast property corner;

Thence S0°11'28"W along the grantor's east property line a distance of 336.40 feet to the Point of Beginning of the property herein conveyed and containing 0.132 acres, more or less.

. ****(0.074 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.058 acres is being acquired from the Grantor.)**

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


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

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 31 day of July, 2020.


David Gatlin


Delores M. Gatlin

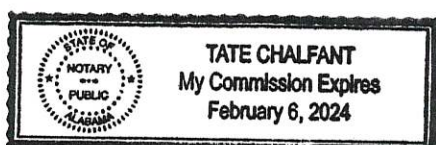
ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that David Gatlin and Delores M. Gatlin, whose name are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of July, 2020.




NOTARY PUBLIC

Commission Expires: 2/6/2024

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 14

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 31 day of July, 2020.

David Gatlin
David Gatlin
Delores M. Gatlin
Delores M. Gatlin

ACKNOWLEDGMENT

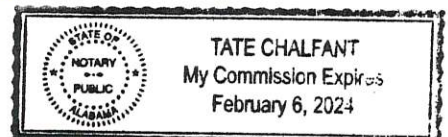
STATE OF ALABAMA)

COUNTY OF BALDWIN)

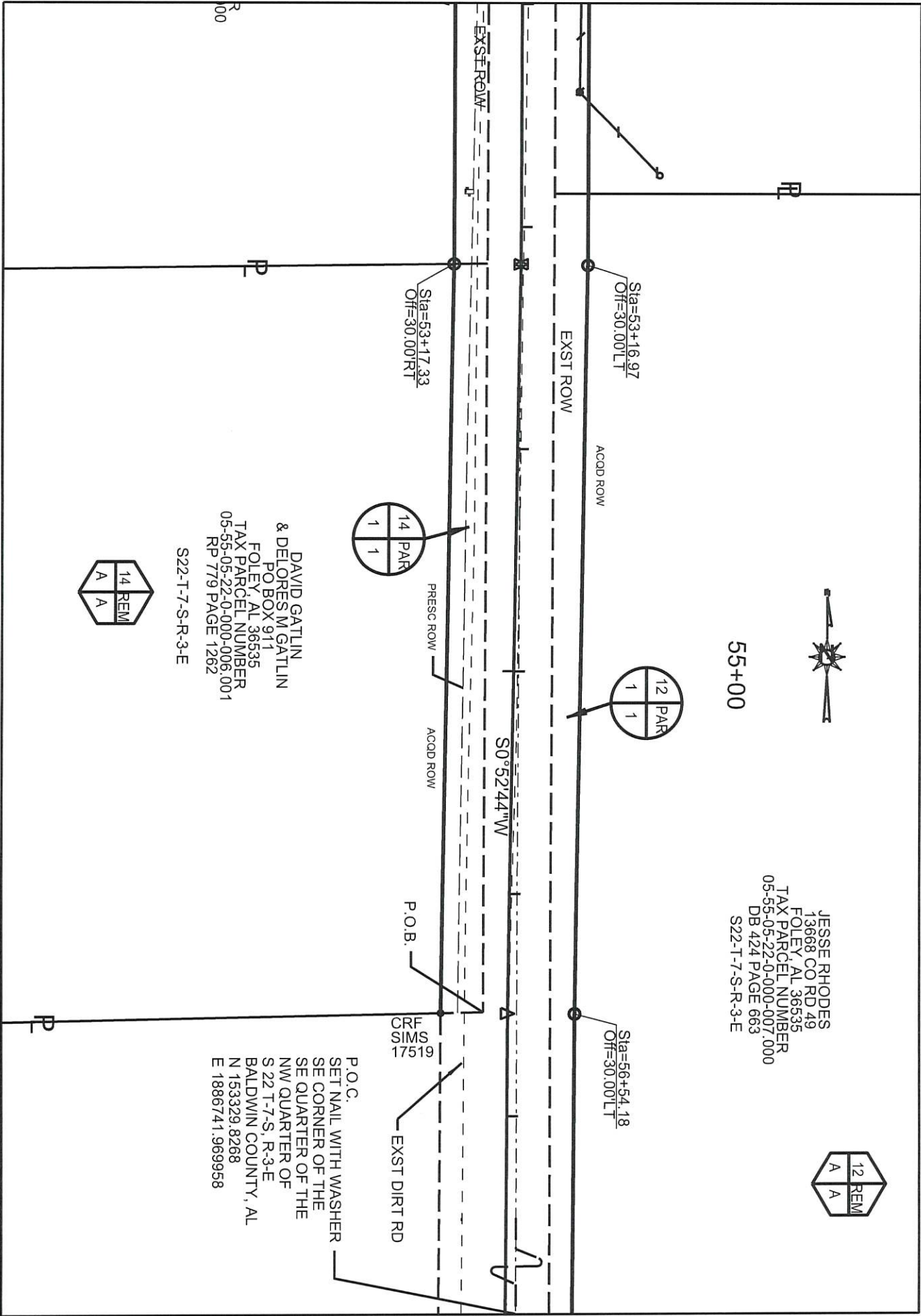
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that David Gatlin and Delores M. Gatlin, whose name are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of July, 2020.

Tate Chalfant
NOTARY PUBLIC



My Commission Expires: _____



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 14
OWNER DAVID GATLIN & DELORES M GATLIN
TOTAL ACREAGE 10.308
R.O.W. REQUIRED 0.132
PRESCRIPTIVE R.O.W. 0.074
T.C.E. REQUIRED N/A
REMAINDER 10.176

PROJECT NO. 0203716
COUNTY BALDWIN
SCALE: 1"=60'
DATE; 07-01-2020
REVISED: N/A
SHEET : 1 OF 1



David Gatlin and Delores Gatlin
(05-55-05-22-0-000-006.001)

NORRIS LN



**NORRIS LANE
(TRACT 14)**





Baldwin County Commission

Agenda Action Form

File #: 21-0520, **Version:** 1

Item #: BN16

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0204316 - Norris Lane (Tract 15)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.007 acres on Norris Lane (Tract 15) as a right-of-way donated to Baldwin County by Brandan Chadwick Sellers on August 6, 2020 (Instrument No. 1868147 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 6, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Norris Lane from Brandan Chadwick Sellers.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

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

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

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 Brandan Chadwick Sellers and send copy to Debra Morris and Tate Chalfant.

Contact:
Brandan Chadwick Sellers
15455 Mannich Lane
Foley, Alabama 36535

Additional instructions/notes: N/A

Noncash Charitable Contributions

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

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

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Brandon Chadwick Sellers

Identifying number

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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 and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.007 acres for County Road ROW	Very Good	
B			
C			

	(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 and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Brandon Chadwick Sellers

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

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 ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► August 6, 2020

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 11Bay Minette, Alabama 36507

Authorized signature

Title
Chairman

Date

1868147

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



STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204316 *TD*
Norris Lane
G, D, B & Pave from Beasley Road to
CR 24 aka Underwood Road
05-55-05-22-0-000-008.003
Tract No. 15

**FEE SIMPLE
WARRANTY DEED**

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

A part of the Southeast Quarter of the Northwest Quarter of Section 22, Township 7 South, Range 3 East, identified as Tract Number 15 on Norris Lane, Project No. 0204316 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southeast corner of the Southeast Quarter of the Northwest Quarter of Section 22, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°11'28"E along the east line of said Quarter/Quarter a distance of 9.95 feet to a point;

Thence S90°0'00"W leaving the east line of said Quarter/Quarter a distance of 35.81 feet to the grantor's southeast property corner and being Point of Beginning of the property herein to be conveyed;

Thence S89°55'00"W along the grantor's south property line a distance of 24.09 feet to a point on the acquired R/W line;

Thence N45°0'00"E along the acquired R/W line a distance of 34.08 feet to a point on the grantor's east property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S0°2'00"W along the grantor's east property line a distance of 24.07 feet to the Point of Beginning of the property herein conveyed and containing 0.007 acres, more or less.

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

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

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 6 day of August, 2020.

Brandan Chadwick Sellers
Brandan Chadwick Sellers

ACKNOWLEDGMENT

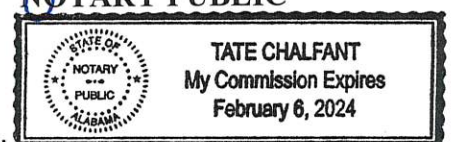
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Brandan Chadwick Sellers, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of August, 2020.

Tate Chalfant
NOTARY PUBLIC



Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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

Norris Lane
Beasley Road to County Road 24
Project No. 0204316
Tract No. 15

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 6 day of August, 2020.

Brandan Chadwick Sellers
Brandan Chadwick Sellers

ACKNOWLEDGMENT

STATE OF ALABAMA)

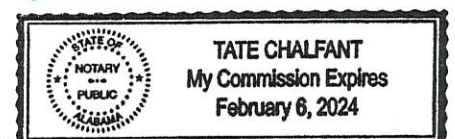
COUNTY OF BALDWIN)

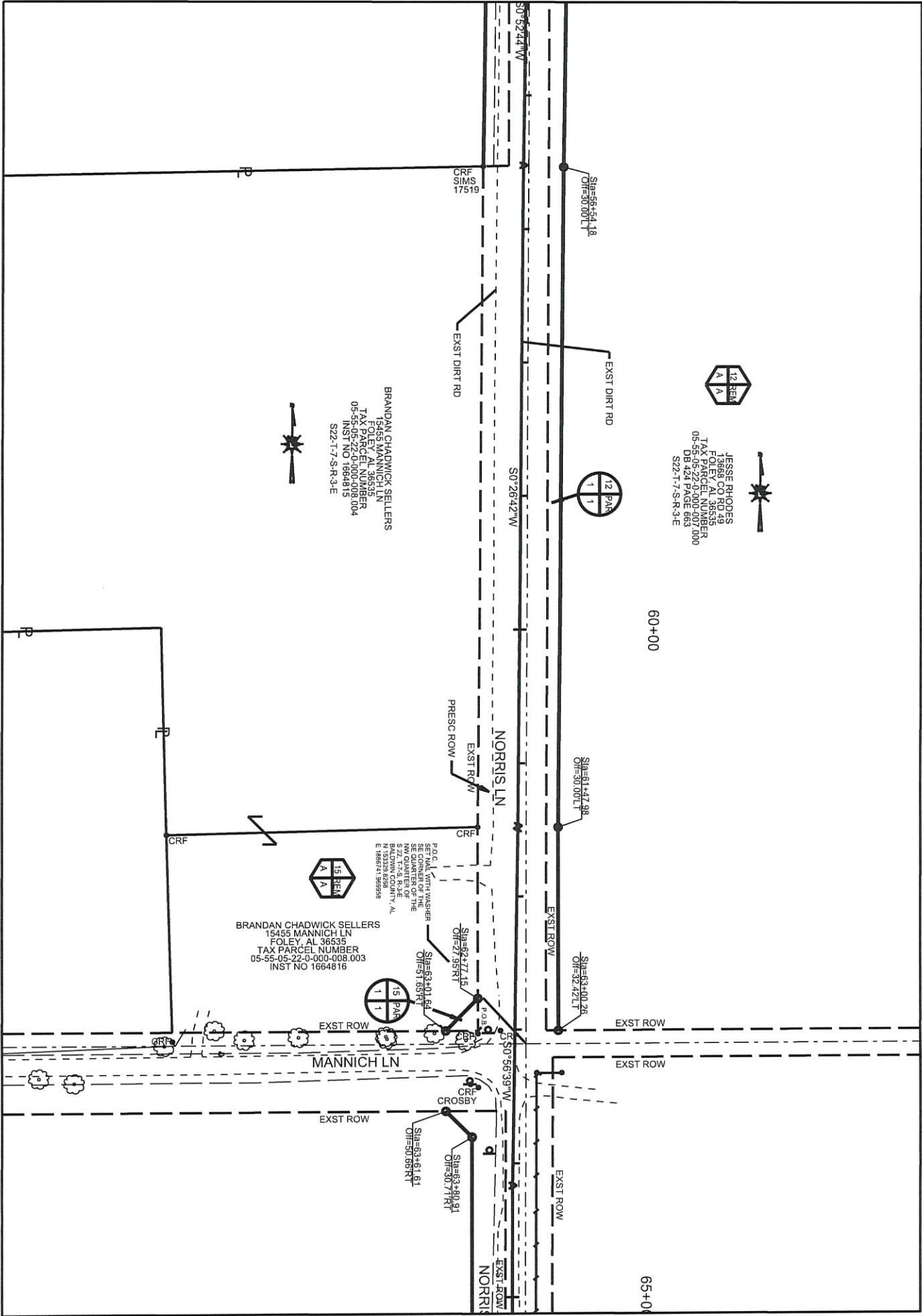
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Brandan Chadwick Sellers, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of August, 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission Expires



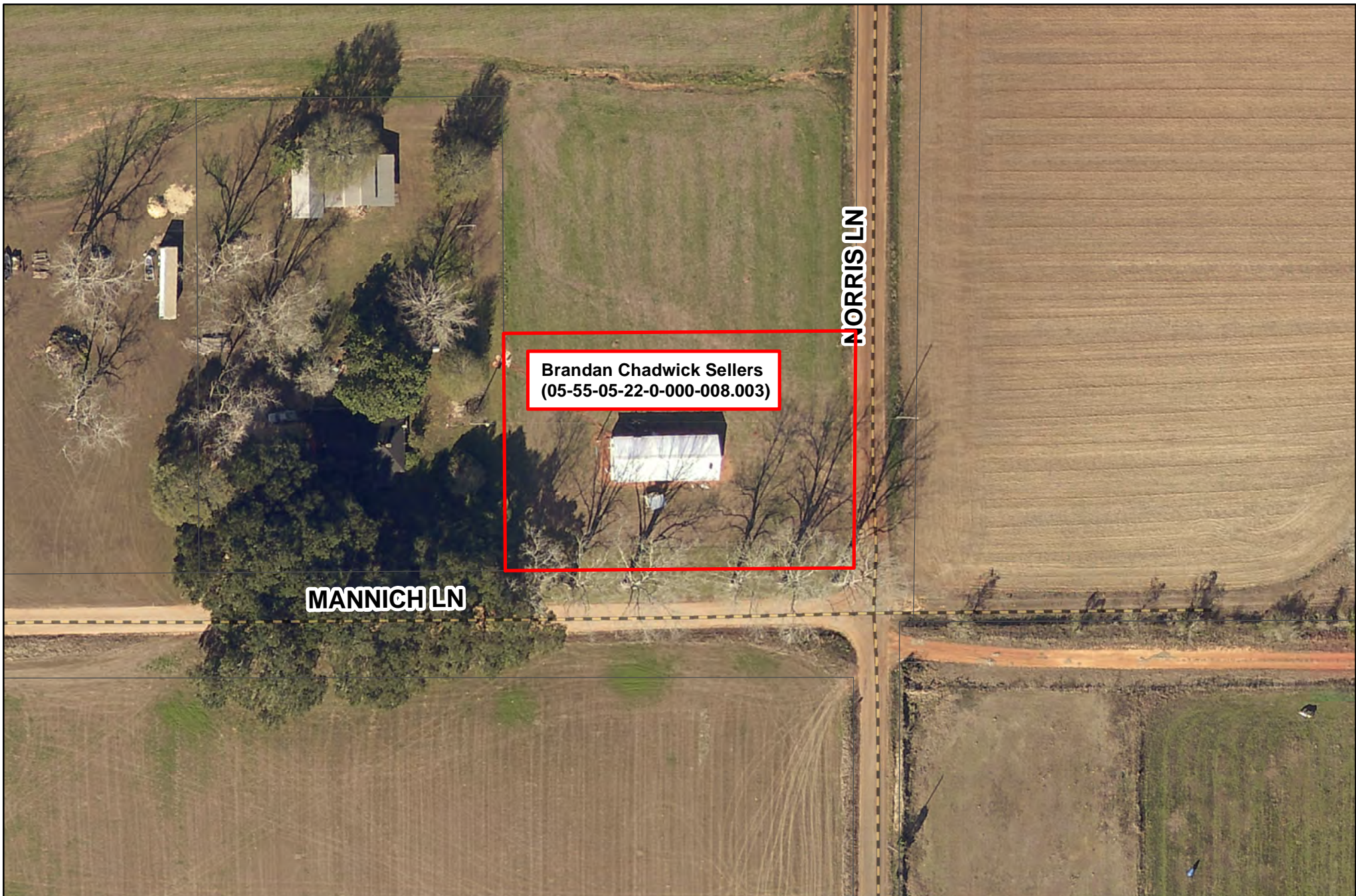


THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 15
OWNER BRANDAN CHADWICK SELLERS
TOTAL ACREAGE 8.073
R.O.W. REQUIRED 0.007
PRESCRIPTIVE R.O.W. N/A
T.C.E. REQUIRED N/A
REMAINDER 8.066

PROJECT NO. 0204316
COUNTY BALDWIN
SCALE: 1"=100'
DATE: 07-01-2020
REVISED: N/A
SHEET : 1 OF 1



Brandan Chadwick Sellers
(05-55-05-22-0-000-008.003)

MANNICH LN

NORRIS LN



**NORRIS LANE
(TRACT 15)**





Baldwin County Commission

Agenda Action Form

File #: 21-0500, **Version:** 1

Item #: BQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wayne Dyess, County Administrator

Matthew Brown, Director of Transportation

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Baldwin Regional Area Transit System (BRATS) Department - Employment of One (1) Part-time Bus Driver

STAFF RECOMMENDATION

Approve the employment of Richard Burnett to fill the open part-time Bus Driver position (PID #PT06) at a grade 305 (\$13.910 per hour) to be effective no sooner than February 22, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The part-time Bus Driver position was vacated in 2020, due to the resignation of the previous employee. The Director of Transportation respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$20,976.28 - budgeted

Budget line item(s) to be used: 14351935.51130

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0501, **Version:** 1

Item #: BQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wayne Dyess, County Administrator

Junius Long, Facilities Maintenance Coordinator

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Building Maintenance Department - Employment of One (1) Building Maintenance Engineer II

STAFF RECOMMENDATION

Approve the employment of James Lassiter to fill the open Building Maintenance Engineer II position (PID #348) at a grade 310 (\$17.92 per hour / \$37,273.60 annually) to be effective no sooner than February 22, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Building Maintenance Engineer II position was vacated in December 2020. The County Administrator respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$37,273.60 - budgeted

Budget line item(s) to be used: 10051995.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0499, **Version:** 1

Item #: BQ3

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Parks Department and Archives Department - Position Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Downgrade the vacant part-time Landscape Technician I position (PID# PT44) grade 306 (\$14.60 - \$23.93 per hour) to a part-time Park Attendant at a grade 303 (\$12.62 - \$20.67 per hour) in the Parks Department (57200P); and
- 2) Retitle the part-time Gate Attendant position (PID# PT35) to a part-time Park Attendant, in the Archives Department (51906); and
- 3) Approve the position description for the part-time Park Attendant (Bi-Centennial Park); and
- 4) Approve the updated organizational charts for the Parks Department and the Archives Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The County Administrator respectfully requests that the above changes are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 14457200.51130

If this is not a budgeted expenditure, does the recommendation create a need for funding? If the part-time Parks Attendant is going to be coded to 10651906.51130 (Archives Department), a budget adjustment may be necessary since the current budget for the position is in the Parks Department budget. Budget staff will evaluate the budget at mid-year to determine if an adjustment is necessary.

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: Park Attendant (Bi-Centennial Park)

Department: Department of Archives and History

Job Analysis: February 2021

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

Relationships

Reports to: Director of Archives and History, County Administrator, dotted line to Horticulturist

Subordinate staff: None

Internal contacts: None

External contacts: General Public

Status: Classified/Non-Exempt (303)

Job Summary

The Park Attendant performs a variety of unskilled and semi-skilled tasks in the maintenance and operations of recreation buildings, grounds, open spaces, and parks. Under supervision, the position also performs a wide variety of public contact service involving tourists and visitors, will serve in many capacities of the daily operations including hospitality, and other requisite administrative tasks in support of park visitors and staff to help improve the visitor experience to Bicentennial Park. All work is performed in accordance with departmental rules, regulations, and instructions.

Job Domains

1. Greet visitors, provide brochures and give directions.
2. Maintain inventories of necessary supplies.
3. Convey and enforce park rules and regulations.
4. Patrol or monitor premises to prevent theft, violence, or infractions of park rules and maintain security of premises.
5. Communicate with staff and public safety officials during emergencies and report public hazards.
6. Conduct tours of the park.

7. Mows and maintains park and open space areas, weed eat; maintains sprinkler systems and assists in the repair and installation of sprinkler lines and heads.
8. Sweeps, washes, paints, and repairs, or replaces playground equipment, park tables, and slabs.
9. Performs routine maintenance on lawn and power equipment.
10. Plants lawns, trees, shrubs, and flowers.
11. Carries out the seeding, fertilizing, top dressing, soil conditioning, watering, and the pest and weed control of the county parks and open spaces.
12. Maintains and adjusts specialized turf care equipment and tools, including electric motors, pumps, sprinklers, tractors, mowers, and irrigation systems.
13. Operates tractor, mowers, trucks, steam cleaners, buffers, washers, and other listed equipment as needed.
14. Maintains current skills and knowledge in the proper and safe techniques of building and grounds maintenance functions.
15. Performs custodial work as assigned including changing light bulbs and fluorescent tubes; sweeping floors; vacuuming carpets, mopping, shampooing and steaming carpets; buffing non-carpeted areas' dumping garbage and relining cans with liners' sweeping; washing windows, walls, metal and woodwork; cleaning rain gutters; sweeping roofs; and cleaning restrooms.
16. Occasional clerical work needed for routine reports and evaluations.
17. Collects and disposes of solid waste from buildings and grounds; picks up litter from premises.
18. Opens and closes, locks and unlocks facilities as needed.
19. Assists in setting up and taking down equipment for various park and recreation programs. Prepares facilities for park and recreation program use.
20. Assists in the construction of new parks facilities including clearing, grading, drainage, and foundation work.
21. May perform other duties as assigned and assist other employees with park projects.

Knowledge, Skills, and Abilities

1. *Knowledge of park rules and regulations.
2. *Knowledge of park amenities including trails.
3. Knowledge of excellent customer service principles.
4. Ability to follow directions.
5. Ability to remain calm under pressure.
6. Some knowledge of equipment, materials, and supplies used in building and grounds maintenance.
7. Some knowledge of equipment and supplies used to do minor repairs.
8. Some knowledge of applicable safety precautions.
9. Skill in operating the tools and equipment listed below.
10. Ability to work independently and to complete daily activities according to work schedule.
11. Ability to communicate orally and in writing.
12. Ability to use equipment and tools properly and safely.
13. Ability to understand, follow, and transmit instructions.

14. Ability to establish effective working relationships with employees, supervisors, and the public to communicate information clearly and correctly to supervisor and co-workers; give information over radio and telephone.
15. Writing skills to clearly and neatly complete and maintain logs, records, report, routine forms, bonds, and booking cards.

Tools and Equipment Used

Pick-up truck; lawn and landscaping equipment including tractors, mowers, airifier, chainsaw, edgers, weed trimmers, electric motors, pumps, sprinklers, and irrigation systems; miscellaneous hand and power tools for turf maintenance, carpentry, painting, plumbing, electrical, and cement finishing work; janitorial equipment including floor buffers, steam cleaner, carpet cleaners, washers, vacuums, mops, and dusting equipment.

Physical Demands and Work Environment

While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently is required to stand, walk, and use hands to finger, handle, feel or operate objects, tools, or controls. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear, and type on computers.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

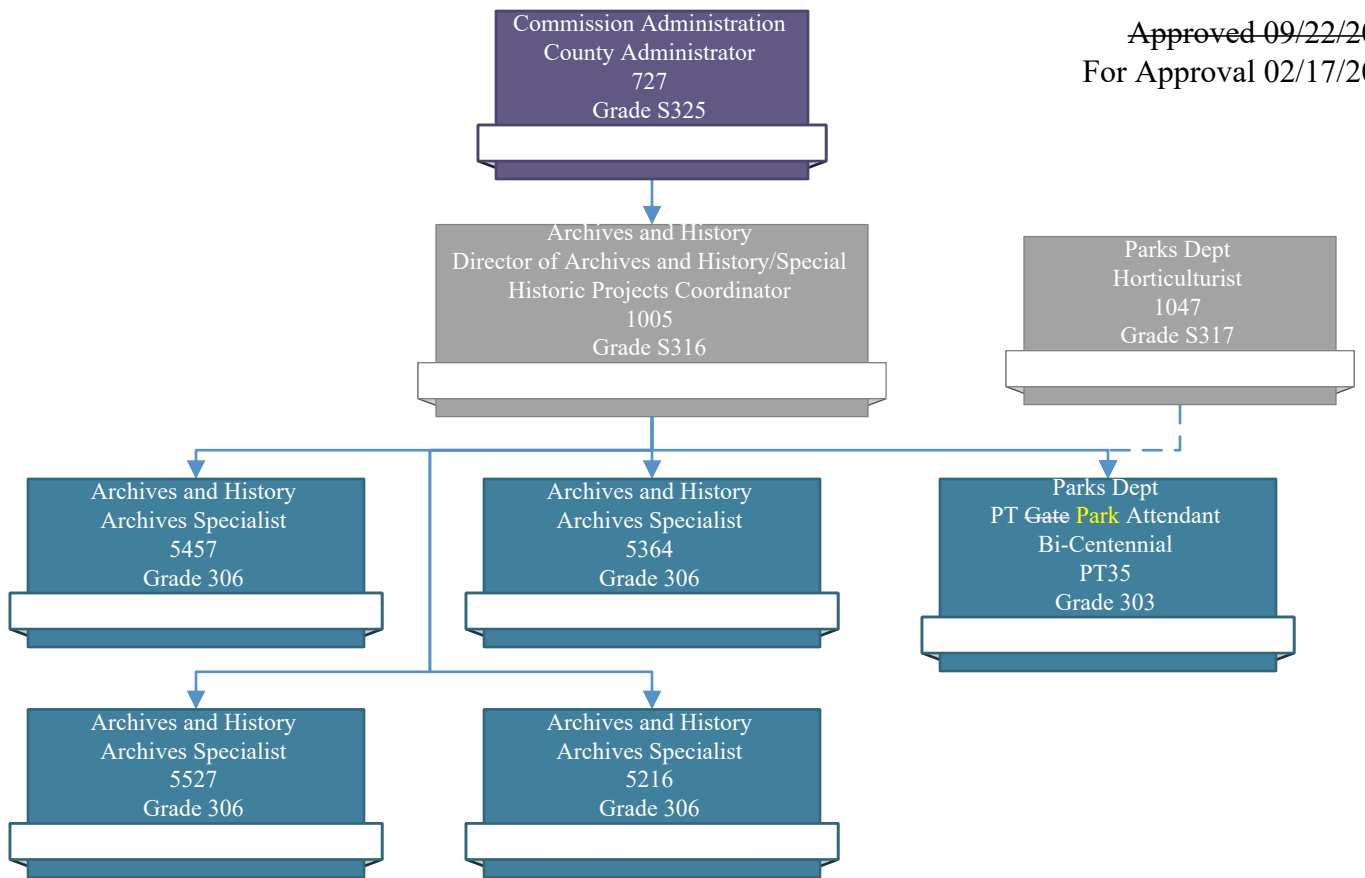
While performing the duties of this job, the employee regularly works near moving mechanical parts in outside weather conditions. The employee occasionally works in high, precarious places and is frequently exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, and vibration. The employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is occasionally loud in this field.

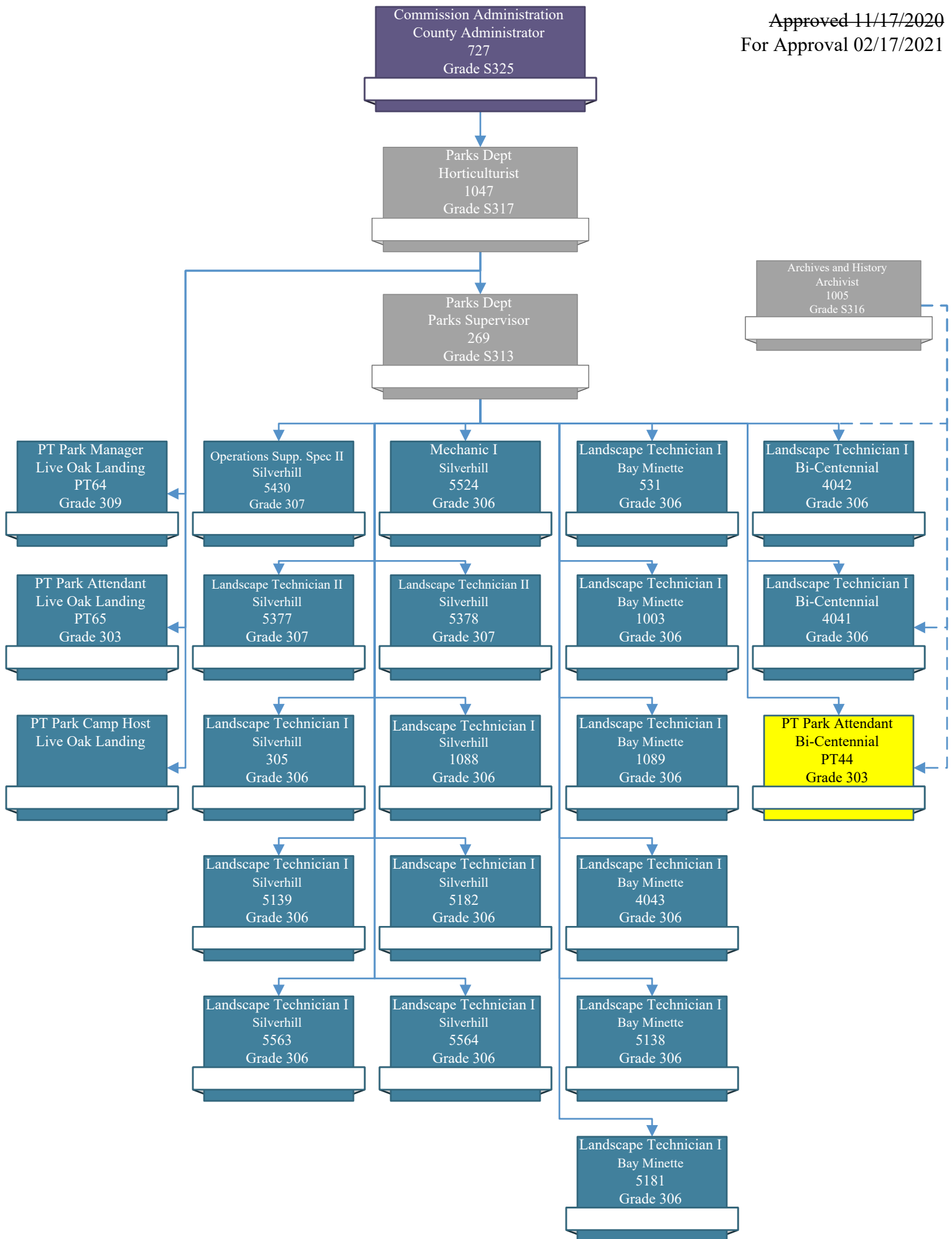
Other Characteristics

1. Be willing to work non-standard hours, including weekends or holidays, as needed.
2. May be required to work alone for extended periods of time between visitors and/or in inclement weather.

Minimum Qualifications

1. Have a valid driver's license and be insurable by the County's insurance standards.
2. Any combination of education and experience which demonstrates the knowledge and experience to perform the work.







Baldwin County Commission

Agenda Action Form

File #: 21-0502, **Version:** 1

Item #: BQ4

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wayne Dyess, County Administrator

Matthew Brown, Director of Transportation

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Planning and Zoning Department - Position Changes

STAFF RECOMMENDATION

Take the following actions:

1) Approve the employment of Jessie Parfait to fill the open Planning Technician position (PID #1091) at a grade 309 (\$18.00 per hour / \$37,440.00 annually) with said salary due to experience; and

2) Approve the employment of J. Buford King to fill the open Development Review Planner position (PID #5541) at a grade S316 (\$75,000.00) with said salary due to experience.

These actions will be effective no sooner than February 22, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: These positions were vacated in December 2020/January 2021. The County Administrator respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$110,172.80 - budgeted

Budget line item(s) to be used: 10052730.51130

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0503, **Version:** 1

Item #: BQ5

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Harry D'Olive, Probate Judge

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Probate Office - Position Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Lynn Day from the License Revenue Officer I position (PID #840) grade 306 (\$16.443 per hour / \$34,201.44 annually) to fill the open License Revenue Officer II position (PID #156) at a grade 307 (\$17.758 per hour / \$36,936.64 annually) to be effective no sooner than March 1, 2021; and
- 2) Approve the employment of Chelsea Bagwell to fill the open License Revenue Officer I position (PID #840) at a grade 306 (\$14.60 per hour / \$30,368.00 annually) to be effective no sooner than February 22, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The License Revenue Officer II position was vacated in January 2021, due to the resignation of the previous employee. The Probate Judge respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$67,304.64 - budgeted

Budget line item(s) to be used: 10051300.51130

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0504, **Version:** 1

Item #: BQ6

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Terri Graham, Development and Environmental Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Solid Waste Department (Collections) - Position Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Retitle the vacant Junior Dispatcher position (PID #5507) grade 307 (grade 307 range: \$15.33 - \$25.13 per hour) to an Operations Support Specialist II, with no change in pay grade; and
- 2) Reclassify/retitle the vacant Senior Dispatcher position (PID #5508) grade 308 (grade 308 range: \$16.10 - \$26.38 per hour) to Operations Support Specialist III grade 309 (grade 309 range: \$16.91 - \$27.70 per hour); and
- 3) Abolish the vacant Billing Account Specialist II position (PID #5585) grade 307 (grade 307 range: \$15.33 - \$25.13 per hour) in Solid Waste Collections Administration (54801); and
- 4) Create an Operations Support Specialist II position (PID #5585) grade 307 (grade 307 range: \$15.33 - \$25.13 per hour) in Solid Waste Collections (54800); and
- 5) Approve the reclassification of Suzanne Doughty from the Senior Accountant (PID #385) from grade S317 (\$82,767.36 annually) (grade S317 range: \$56,410.00 - \$92,439.00 annually) to Accounting Manager grade 319 (\$84,836.54 annually) (grade 319 range: \$63,676.00 - \$104,341.00 annually); and
- 6) Approve the position descriptions for Accounting Manager, Operations Support Specialist II and Operations Support Specialist III; and
- 7) Approve the updated organizational chart for the Solid Waste Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In an effort to reorganize the department for efficiency, the Development and Environmental Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$3,752.98 - additional cost

Budget line item(s) to be used: 51154800.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Accounting Manager

Department: Solid Waste

Job Analysis: February 2021

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

Relationships

Reports To: Development and Environmental Director

Subordinate Staff: Senior Billing Account Specialists, Scale Operators, Office Administrator – Solid Waste Maintenance, Operations Support Specialists

Internal Contacts: Solid Waste Staff, Officials and employees of the Commission Office, Budget & Purchasing Department, Accounting, CIS Department, Revenue Commissioner's Office, and the Sheriff's Department

External Contacts: General Public, Vendors, Customers, Insurance Companies, FEMA, State Agencies, Local Municipalities, Postal Service, 911 Addressing, District Attorney's Office, Health Department

Status: Classified/Exempt (S319)

Job Summary

The Accounting Manager – Solid Waste is responsible for the daily accounting and budgeting operations for all cost centers in the department which includes Magnolia Landfill, MacBride C & D Landfill, Bay Minette Transfer Station, Eastfork C & D Landfill, Redhill Landfill and Garbage Collection. This position is also responsible for: Solid Waste billing, receivables, new accounts and maintaining existing account relationships, maintaining account records and preparing special financial reports and statements, creating the annual department budget and monitoring the budget on a monthly basis, overseeing all purchase orders, receiving paperwork, and invoices for all locations in the department, overseeing and administering all software programs for Solid Waste, handling correspondence incoming and outgoing between county, local, state and agencies, checking the accuracy of Kronos payroll prior to sign off and responsible for submittal of reimbursement requests for FEMA disasters and coordinates with FEMA Project Officer.

Job Domains

A. Accounting and Financial

1. Special Projects and Proformas.
2. Collect receivables.
3. Daily accounting reconciliation.
4. Prepare various reports upon request.
5. Coordinate debris management records.
6. Process monthly billing.
7. Process NSF's.

B. Filing and Records Management

1. Maintain Solid Waste financial records.
2. Maintain budget records.
3. Assists in maintaining landfill permits, reporting and operational files.
4. Ensures monthly, quarterly, and year end documentation is sent to accounting.

C. Operations Responsibilities

1. Coordinate all purchasing and receiving for all Solid Waste Departments.
2. Maintain all records of purchasing and receiving for all locations of the Solid Waste Department.
3. Work with accounts payable department and purchasing to correct any problems with accounts.
4. Oversee software and computer applications for Solid Waste.
5. Manage all customer accounts and disputes.
6. Create agenda action items as required or needed.
7. Assist in keeping track of permit expirations, renewals, reporting requirements.
8. Prepare reimbursement requests to FEMA for disaster relief and submits proper documentation to the Project Officer.

D. Reports

1. Prepare ADEM Quarterly Disposal Fee Reports.
2. Prepare ADEM Quarterly Reports.
3. Prepare Monthly Operating and Financial Reports.
4. Process expense vouchers for the department.

E. Personnel

1. Create and update organizational chart for department.
2. Verify time on Kronos each pay period and work with managers to ensure accuracy.
3. Supervise Scale Operators, Senior Billing Account Specialists and Office Administrator – Solid Waste Maintenance.

Knowledge, Skills and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate effectively with office staff, general public, and elected officials.
2. Skills to perform accounting and bookkeeping operations, conduct audits and monitors budgets.
3. Skills to prepare reports, complete forms and compose letters.
4. Skills to understand written instructions, manuals and correspondence.
5. Ability to assign tasks and supervise/evaluate employees.
6. Ability to operate office machines such as calculator, computer, copy machine, fax machine and typewriter.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures.
8. Knowledge of EnCore computer software for commercial and residential accounts.
9. Knowledge of E1 accounting program.
10. Knowledge of the AS400 system.
11. Knowledge of Word, Excel, Access, Power Point and Organizer.
12. Knowledge of Kronos Time Keeping Program.

Other Characteristics

1. Willing to travel and attend workshops and seminars.
2. Willing to work nonstandard hours to meet deadlines.

Minimum Requirements

1. Bachelor's degree in Accounting or related field.

POSITION DESCRIPTION

Title: Operations Support Specialist II

Department: Solid Waste

Job Analysis: February 2021

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: Accounting Manager

Subordinate Staff: None

Internal Contacts: Billing/Collections Staff, Solid Waste Officer, Landfill Manager, Call Center, Equipment Operators, Accounting, Purchasing, Collection Drivers, Elected Officials, Tax Assessor, Sheriff Department, Highway Department, CIS

External Contacts: Property Owners, Residents, Waste Institutions, Utility Companies, Municipalities, Postal Service, 911 Addressing, District Attorney's Office, Health Department, Property Owners, Residents, Municipalities, Postal Service, Health Department, Vendors

Status: Classified/Non-Exempt (307)

Job Summary

This position provides support to the overall operations of the Solid Waste Department including customer service, billing, dispatch, routing, non-compliance, and scale operations functions by acting as a backup where necessary. This position also provides administrative, data entry and research support for all areas of the Solid Waste Department where directed which includes, but not limited to, heavy customer service, resolving customer complaints, researching non-compliance issues and other duties as assigned in the absence of other departmental personnel. This position also helps organize files and follow up on outstanding customer account documentation and research.

Job Domains

A. Billing

1. Maintain billing and collection documentation in an auditable state.
2. Process new accounts, terminated accounts, and resolves problem accounts.
3. Prepare all documentation necessary to request debits, credits and balance adjustments to accounts.

B. Customer Service

1. Handle customer complaints, record the complaints, and resolve the issue. If it involves another department forwards a copy to the department and track the complaint until it is resolved.
2. Assist customers in determining correct account status.
3. Inform customers of allowed exemptions and send out letters and applications to qualifying residents.
4. Work with customers on allowed exemptions and maintain accurate records.
5. Maintain effective working relationship with public and DSWO.

C. Scale Operations

1. Weigh all vehicles coming into and leaving landfill as outlined by operations procedure.
2. Calculate monies owed and determine cash or billing.
4. Maintain records of all transactions as outlined by operating procedure.
5. Balance accounts daily.
6. Prepare receipts for deposits.
7. Maintain effective working relationship with public.
8. Keep Landfill Supervisor and Senior Accountant aware of any unusual situations.
9. Maintain communications with other internal contacts.
10. Accept and prepare payment for deposit and processing.

D. Dispatch

1. Assist in the day-to-day operations of auditing residential collection routes of the Baldwin County Solid Waste Department.
2. Assist the Environmental and Development Director, Deputy Environmental and Development Director, Collections Supervisor, Accounting Manager, Deputy Solid Waste Officers and Senior Dispatcher – Compliance and Routes to develop routes and research properties found to be not on service.
3. Assist in all Non-Compliance efforts, including but not limited to; letter inquiry as to address status, door to door inquiries, show cause hearing, illegal dump complaints and investigation, solid waste policy and procedure enforcement.
4. Monitor the audit trail between field data and other BCSW departments.
5. Assist with GIS routing program to keep routes up to date and accurate with information in the residential billing database.

E. Miscellaneous

1. Provide back-up for scale operations, residential drive-thru, dispatch function and front desk as necessary.
2. Prepare various accounting and statistical reports for management as requested.

Knowledge, Skills, and Abilities

1. Ability to communicate effectively with customers.
2. Strong customer relations and collections background.
3. Excellent communication skills with command of English grammar and composition.
4. Math skills to perform basic mathematical operations.
5. Reading skills to understand various documents.
6. Knowledge of filing system.
7. Knowledge of County Commission procedures, as well as, general office procedures.
8. Ability to keep clerical records and prepare accurate reports.
9. Ability to prepare effective correspondence.
10. Knowledge and ability to operate office machines such as typewriter, PC, copy machine, 10-key calculator, etc.
11. Proficient in entry level accounting operations and bookkeeping procedures.
12. Ability to organize heavy workload and accomplish required tasks.
13. Knowledge of Internet Explorer and Outlook Express, Word, Excel, Access, Power Point and Organizer.
14. Ability to create and maintain detailed spreadsheets.
15. Ability to perform mail merge function in Word to accomplish bulk mailouts.
16. Knowledge of billing and collection software.
17. Knowledge of the AS400 System.
18. Knowledge of Crystal Reports or similar report-writer software.

Other Characteristics

1. Willing to work nonstandard hours as necessary.
2. Willing to travel as required.
3. Ability to work under stress of recurring deadlines.
4. Self-motivated and team player.

Minimum Requirements

1. High school diploma or equivalent, some college preferred.
2. Three (3) years accounting and customer service experience.
3. Any equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the work.
4. Accounts Receivable and Accounts Payable experience desired.
5. Experience with computerized accounting systems desired.
6. Experience in service-oriented field.

POSITION DESCRIPTION

Title: Operations Support Specialist III

Department: Solid Waste

Job Analysis: February 2021

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: Accounting Manager

Subordinate Staff: None

Internal Contacts: Billing/Collections Staff, Solid Waste Officer, Landfill Manager, Call Center, Equipment Operators, Accounting, Purchasing, Collection Drivers, Elected Officials, Tax Assessor, Sheriff Department, Highway Department, CIS

External Contacts: Property Owners, Residents, Waste Institutions, Utility Companies, Municipalities, Postal Service, 911 Addressing, District Attorney's Office, Health Department, Property Owners, Residents, Municipalities, Postal Service, Health Department, Vendors

Status: Classified/Non-Exempt (309)

Job Summary

The Operations Support Specialist III is primarily responsible for providing support to customer service, billing, dispatch, routing, non-compliance, scale operations and purchasing functions. This position will work closely with residential billing staff and also provide backup and support with the Delinquency/Collections process as necessary. Also, responsible for creating detailed spreadsheets and statistical reports as directed. Assists with any and all aspects of customer service including resolving customer complaints and performing research to resolve account balance disputes. Plays key role in the exemption application processes. This position also works closely with and acts as backup to Senior Billing Account Specialists and Dispatchers, along with other customer service-related positions to ensure service excellence, administrative, billing and accounting priorities and deadlines are met. Performs other related work as assigned or required.

Essential Job Functions

1. Perform all duties associated with residential customer service including customer complaints, payment processing, resolving account disputes, dispatch and routing functions, and scale operations as needed.
2. Assist end users with general software/hardware issues and questions.
3. Must be flexible and able to prioritize work to accomplish deadlines while maintaining high quality results.
4. Prepare various reports, spreadsheets, and/or projects as assigned.
5. Assist with any and all aspects of customer service as needed.
6. Assist with all aspects of Exemption application processing, including but not limited to, assisting walk-in customers with application submissions, mail-out process, and any follow-up necessary to complete applications and update accounts accordingly.
7. Perform leadership duties in the absence of Senior Billing Account Specialist to help ensure drive-thru, front-desk and other work-flow assignments are achieved.
8. Act as backup to other Senior Billing Account Specialist accounting positions as needed.

BILLING

1. Maintain billing and collection documentation in an auditable state.
2. Prepare all documentation necessary to request, debits, credits, and balance adjustments to customer accounts.
3. Review, batch and post submitted credit and debit account adjustments to subledger.
4. Perform research, as needed, to ensure accurate records of property, probate and e-911 addressing.

COLLECTIONS

1. Open, extract, sort, review and batch checks and remittance slips received in house.
2. Post payments received to the proper account and maintain accurate files to the satisfaction of state audit requirements.
3. Prepare the necessary documents/deposits for an accurate paper trail of daily transactions posted.

CUSTOMER SERVICE

1. Handle customer complaints, record the complaint and resolve the issue. If it involves another department forward a copy to the department and track the complaint until it is resolved.
2. Assist customers with determining correct account status, i.e. Full Time, Seasonal, Vacant or Commercial.
3. Assist customers with allowed exemptions, send out applicable letters and applications to qualifying residents.
4. Ability to schedule, confirm and conduct exemption site visits to qualifying residents.
5. Maintain effective working relationship with public and DSWO.

OPERATIONS

1. Work, review and analyze reports and procedures to develop strategies for maximizing efficiencies within the department.
2. Assist Senior Billing Account Specialists in accordance with all applicable state and local laws and ordinances.
3. Assist in the day-to-day operations of auditing residential collection routes of the Baldwin County Solid Waste Department.
4. Assist the Environmental and Development Director, Deputy Environmental and Development Director, Collections Supervisor, Accounting Manager, Deputy Solid Waste Officers and Senior Dispatcher – Compliance and Routes to develop routes and research properties found to be not on service.
5. Assist with GIS routing program to keep routes up to date and accurate with information in the residential billing database.

MISCELLANEOUS

1. Provide back-up for scale operations, residential drive-thru, dispatch function, front desk and purchasing functions as necessary.
2. Prepare various accounting and statistical reports for management as requested.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively with office staff, general public, and elected officials.
2. Skills to prepare reports and complete forms.
3. Skills to understand written instructions, manuals, and correspondence.
4. Ability to assign tasks.
5. Ability to operate office machinery such as calculator, computer, copy/fax machine, typewriter, and mail opener/sorter.
6. Ability to operate automated capture equipment and related software.
7. Proficient in accounting operations and bookkeeping procedures.
8. Ability to create and maintain detailed spreadsheets.
9. Ability to perform mail merge function in Word to accomplish bulk mailouts.
10. Knowledge of EnCore Residential computer software.
11. Knowledge of the AS400 System (Revenue) and 911 Addressing database.
12. Proficient knowledge of Word, Excel, and Power Point.

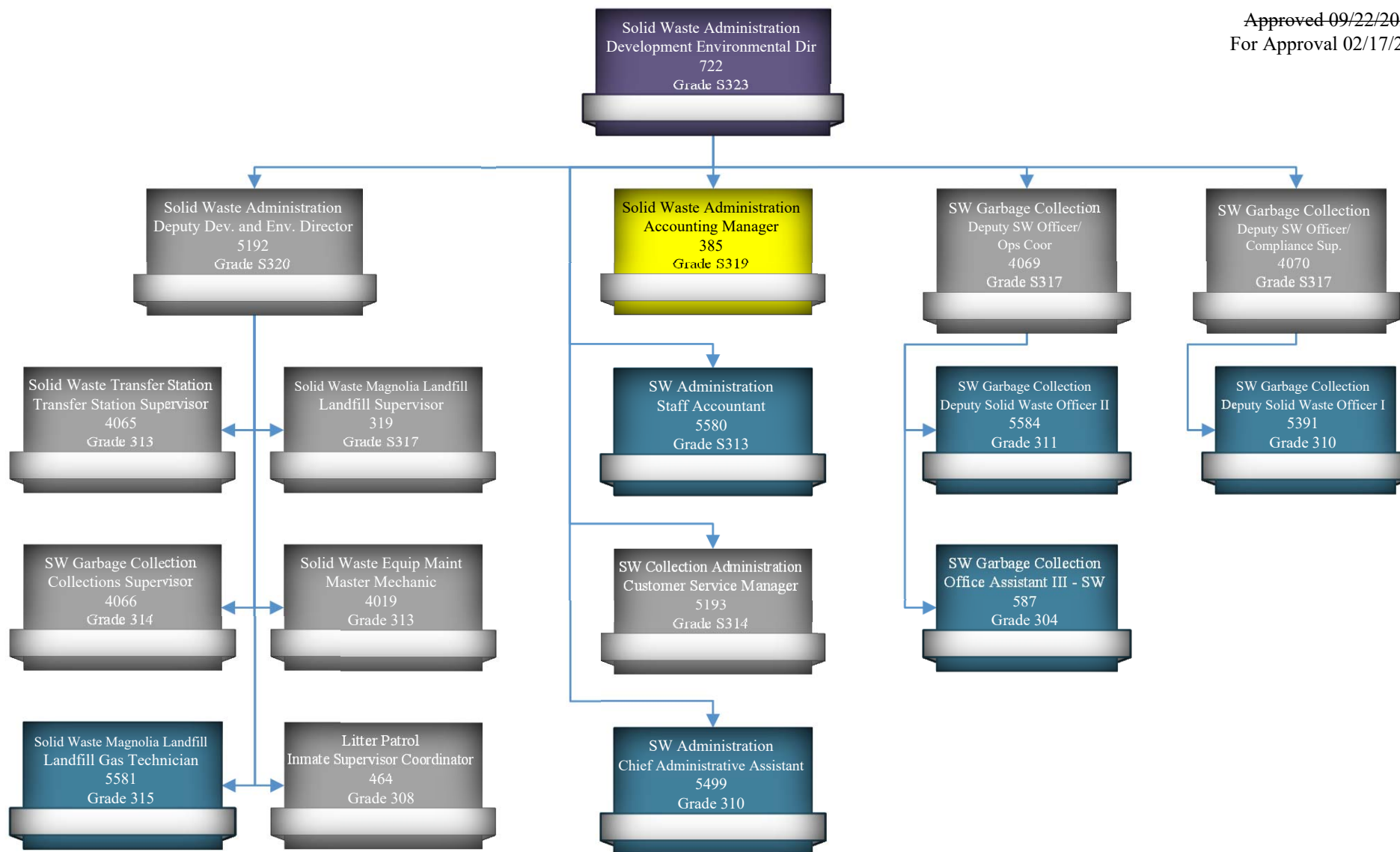
Other Characteristics

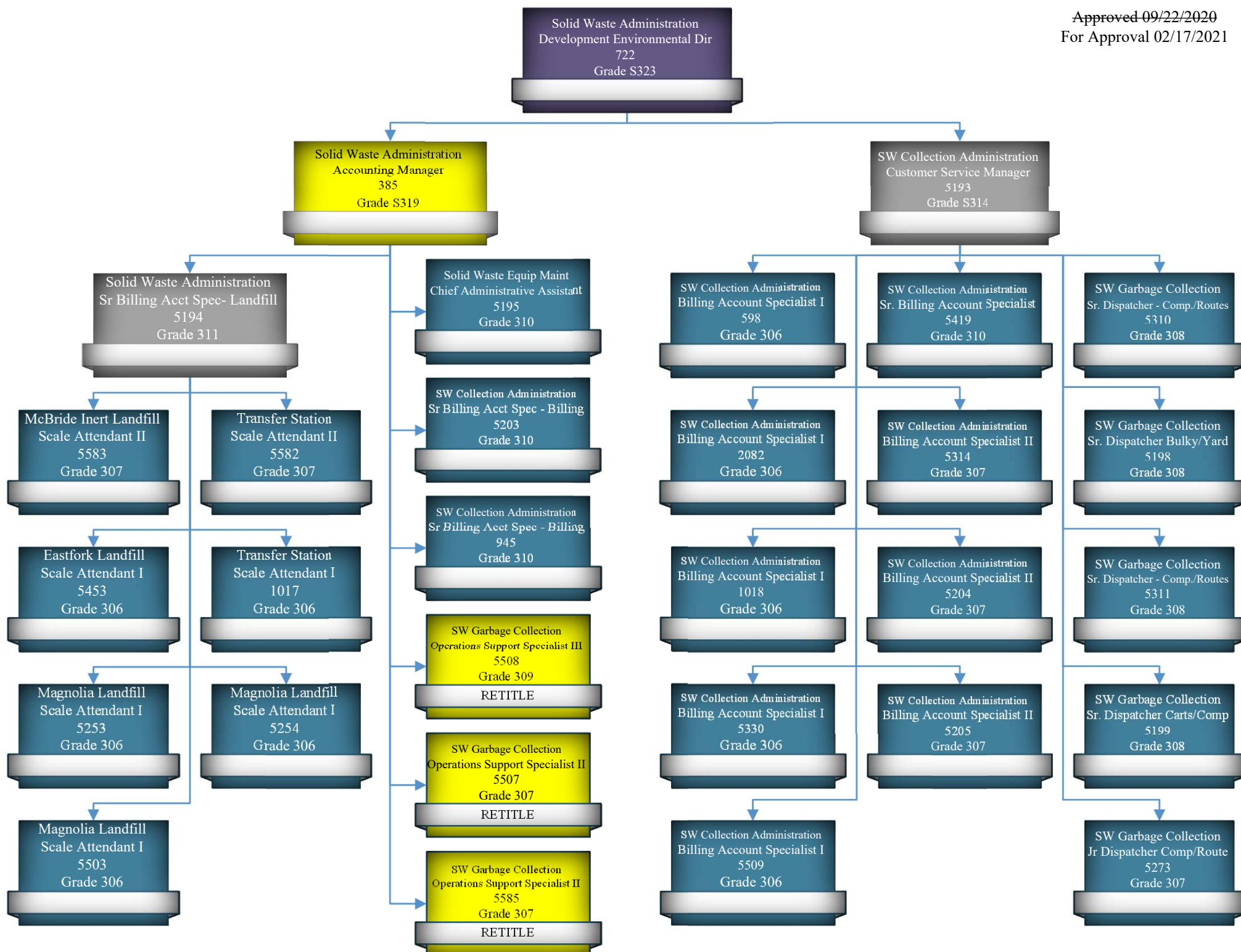
1. Willing to travel and attend workshops and seminars.
2. Willing to work nonstandard hours to meet deadlines.
3. Ability to work under stress of recurring deadlines.

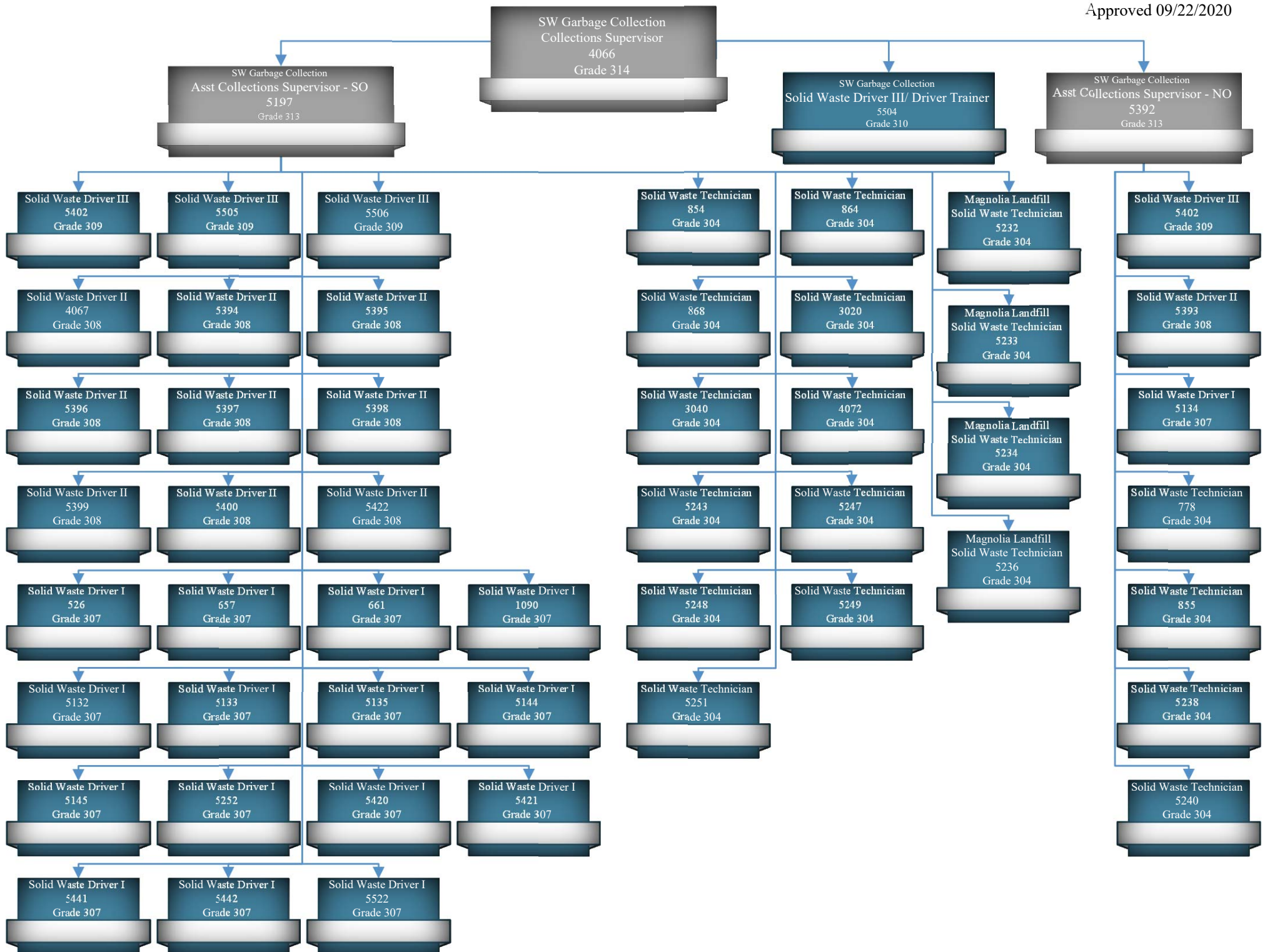
Minimum Qualifications

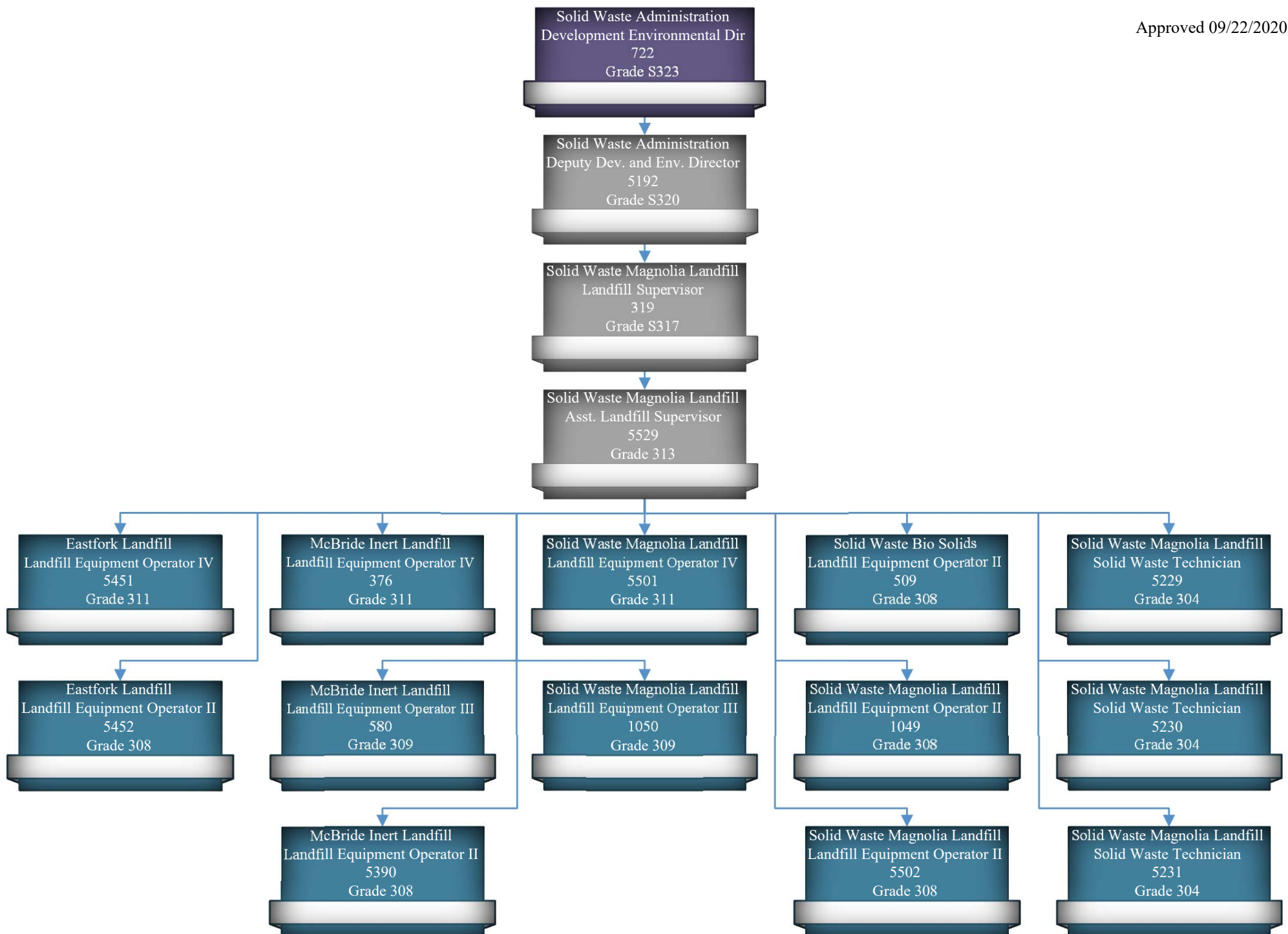
1. Valid driver's license and be insurable by the County's insurance standards.

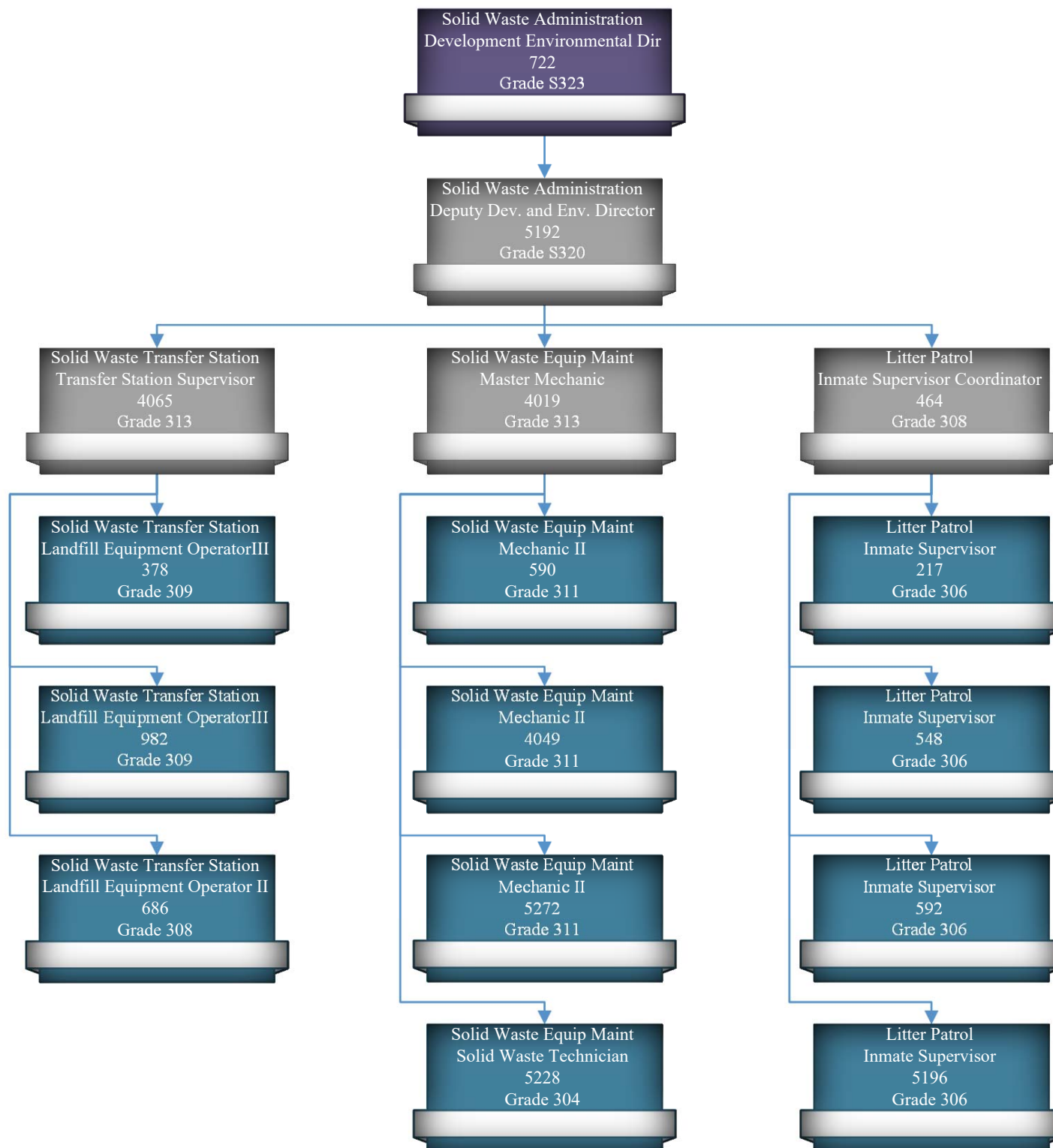
2. Associates degree or equivalent.
3. Three (3) years accounting and customer service experience.
4. Any equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the work.
5. Accounts Receivable and Accounts Payable experience preferred.
6. Experience with computerized accounting systems preferred.
7. Experience in service-oriented field with heavy customer service experience preferred.
8. Bondable by County insurance.
9. Banking experience desirable.













Baldwin County Commission

Agenda Action Form

File #: 21-0505, **Version:** 1

Item #: BQ7

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Personnel Department - Adoption of BCC Policy #11.2 - Internship Policy

STAFF RECOMMENDATION

Adopt Baldwin County Commission Policy #11.2 - Internships and incorporate said Policy into the Baldwin County Commission's Policies and Procedures Book.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission (hereinafter BCC) Student Internship Program will provide an opportunity for students to obtain on-the-job training and work experience or will provide an opportunity for students to have a practical learning experience for educational credit. In addition, the Internship Program will serve as an important tool in recruiting and/or introducing innovative and talented people to public service and preparing the workforce of the future. The Personnel Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: TBD

Budget line item(s) to be used: TBD

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

POLICY #11.2	
Subject	Internships
Date Adopted	February 17, 2021
Agenda Item	
Obsolete Versions	N/A

POLICY STATEMENT

The Baldwin County Commission (hereinafter BCC) Student Internship Program will provide an opportunity for students to obtain on-the-job training and work experience or will provide an opportunity for students to have a practical learning experience for educational credit. In addition, the Internship Programs will serve as an important tool in recruiting and/or introducing innovative and talented people to public service and preparing the workforce of the future.

PROCEDURAL REQUIREMENT

- 1) *Definitions* - For purposes of the Internship's Programs, the following terms shall have the respective meanings described in this section:
 - a) Paid BCC Intern Program - Any eligible student selected and hired under the Paid BCC Intern Program shall be compensated at the established hourly rate in accordance with the County's Classification and Salary Plan. All hours worked by the BCC Intern, shall be recorded to ensure proper and timely payment of wages in accordance with the Fair Labor Standards Act (FLSA). The Paid BCC Intern Program shall be a temporary assignment which will occur during a Summer, Fall and/or Spring semester or quarter term, for a time period not to exceed twelve (12) weeks during a college/university calendar year. The intern will be paid through a contract with a temporary employment agency, however, no eligible student under the Paid BCC Intern Program shall be entitled to any County benefits. A Paid BCC Intern may be removed at any time during the temporary period of employment.

b) Unpaid, Student Intern Program - Eligible students, selected under the Unpaid Student Intern Program, shall not be compensated. The Unpaid Student Intern Program shall be a temporary assignment which will occur during a Summer, Fall and/or Spring semester or quarter term, for a time period not to exceed twelve (12) weeks during a college/university calendar year. In addition, no eligible student under the Unpaid Student Intern Program shall not be considered an employee and no eligible student shall be entitled to any benefits, including benefits under the Affordable Care Act (ACA). An Unpaid Student Intern may be removed at any time during this program.

- 2) *Generally* - The County desires to offer an internship program for a limited number of students enrolled in college or a limited number of recent college graduates who have completed their degree within six (6) months of applying to intern with the County. This program is designed to provide practical work experience in conjunction with their academic discipline.

To the extent practical, interns will be placed in jobs related to their selected major or career goals while currently working toward obtaining a degree or within six (6) months of having completed a degree program. This will enable interns to secure professional-level work experience related to their degree. This integrated relationship allows interns to enhance their academic knowledge as they actively pursue their education and/or career goals and improve their personal and professional development. The use of interns will be considered in accordance with the procedures outlined in the guidelines below.

- 3) *Guidelines for the internship program* - The County may offer internships for designated positions upon request from a department head. Duties of the internship may be limited in scope to projects and special assignments. The creation or filling of any intern position for the purpose of performing work that would displace a full-time or part-time County employee, is prohibited.

Internship announcements will specify the job duties, responsibilities, and position requirements. Intern positions are temporary, without benefits, and may be paid or unpaid. Any eligible student selected and hired under the Paid BCC Intern Program shall be compensated at the established hourly rate in accordance with the County's Classification and Salary Plan. Paid interns shall be considered temporary employees, hired through a temporary staffing agency, and funding must be included in the appropriate department's budget.

- 4) *Eligibility* - A student is eligible if enrolled in a college or university and is currently working toward a degree in disciplines such as engineering, criminal justice, computer science, business, human resources, accounting, public administration, urban development, public relations, communications, or a related field. Students participating in either program must also verify college enrollment and have a 2.5 (on a 4.0 scale) or better cumulative Grade Point Average (GPA). Eligibility is also extended if a student has graduated from college no more than six (6) months prior to placement in the internship program.

- 5) *Employer responsibilities* - The County will advertise online for internship positions. The positions offered are intended to provide practical work experience relative to the intern's area of study. Supervisors will provide a clear description of the required duties, responsibilities, and expectations of the intern. Assignments should challenge the intern's capabilities and offer meaningful work to enhance the educational experience. In addition, the supervisor will provide feedback on the intern's performance by completing an evaluation, as required by the college or university.
- 6) *Intern responsibilities* - College students or recent college graduates accepted into the County's intern program shall adhere to the rules and regulations established by the department head. The intern shall arrive on time, follow the instruction of the supervisor or designated personnel, maintain a professional attitude, and carry out assignments with competency.
- 7) *Benefits of the program* - The internship provides an opportunity for the County to train college students and recent college graduates by providing "hands-on" practical work experience in their academic and career interests and by allowing them to gain a better understanding of their career goals. The internship will allow supervisors and managers to devote more time to the essential functions of their jobs by permitting interns to provide a variety of assistance such as conducting research, preparing reports, and performing the necessary tasks required to complete projects and special assignments. Interns have the opportunity to take part in the day-to-day operations of County government and to experience actual problem-solving situations. Interns will develop professionally and will learn to interact with co-workers while becoming more confident in their abilities.
- 8) *Application procedures.*
 - (a) The Department Head and/or designee for the various County departments will submit a request to the Personnel Director and/or designee for one or more paid or unpaid, BCC Intern position(s). Such requests for paid positions shall be subject to the budgetary requirements.
 - (b) At the appropriate and designated period of time, Personnel will advertise for the intern positions.
 - (c) Personnel will prepare and post the job announcement for the intern positions utilizing the County's online application system for a time period of at least two (2) weeks in order to allow qualified candidates to become aware of the advertisement. Announcements may be extended if needed.
 - (d) All applications for the intern positions shall be fully completed and submitted to Personnel through the online employment application system. Also, resumes, letters of recommendation, letters of reference etc. will not be accepted unless submitted with the completed application through the online employment application system.

- (e) All applications for the intern positions must be received by Personnel on or before the closing date and time, during the time period for advertisement.
 - (f) All applications for the intern positions, which satisfy all eligibility requirements/qualifications, shall be forwarded to the appropriate Department Head and/or designee for review and possible interview consideration.
 - (g) The interviews shall consist of the applicant answering structured interview questions as well as any additional, appropriate follow-up questions.
 - (h) The Department Head and/or designee will submit a temporary employment requisition form to the Personnel Department to sign off on and forward to the temporary employment agency.
 - (i) The intern must complete the Intern Agreement before he/she will be allowed to begin work. The department will need to send a copy of the agreement to the Personnel Department.
 - (j) The Department Head and/or designee will ensure the intern(s) properly enters and/or reports his/her weekly hours worked and will forward timecard to the temporary agency.
 - (k) The Department Head and/or designee will complete an evaluation form, provided by the college, on each intern(s) assigned to his/her department particularly at the conclusion of the intern's temporary assignment.
- 9) *To Determine if an Intern Should Be Paid vs. Unpaid* – Courts have used the “primary beneficiary test” to determine whether an intern or student is, in fact, an employee under the Fair Labor Standards Act (FLSA.) In short, this test allows courts to examine the “economic reality” of the intern-employer relationship to determine which party is the “primary beneficiary” of the relationship. Courts have identified the following seven factors as part of the test:
- a) The extent to which the intern and the employer clearly understand that there is no expectation of compensation. Any promise of compensation, express or implied, suggests that the intern is an employee—and vice versa.
 - b) The extent to which the internship provides training that would be similar to that which would be given in an educational environment, including the clinical and other hands-on training provided by educational institutions.
 - c) The extent to which the internship is tied to the intern's formal education program by integrated coursework or the receipt of academic credit.
 - d) The extent to which the internship accommodates the intern's academic commitments by corresponding to the academic calendar.
 - e) The extent to which the internship's duration is limited to the period in which the internship provides the intern with beneficial learning.

- f) The extent to which the intern's work complements, rather than displaces, the work of paid employees while providing significant educational benefits to the intern.
- g) The extent to which the intern and the employer understand that the internship is conducted without entitlement to a paid job at the conclusion of the internship.

FORMS/ATTACHMENTS/EXHIBITS

BALDWIN COUNTY COMMISSION INTERNSHIP AGREEMENT FORM

Baldwin County Commission Intern Agreement

Our Policy

The Baldwin County Commission may occasionally provide paid or unpaid internship opportunities. The internship is for the express benefit of the participant's work experience and training in specialized skills. The County does not derive immediate advantage from the activities performed by the interns. Interns are not County employees and receive no benefits. Internship opportunities do not displace regular employees. The Baldwin County Commission, the educational institution, and the intern understands that the intern is not entitled to a job at the conclusion of the internship.

Student Personal Information

Name: _____

Street Address: _____

City ST ZIP code: _____

Phone: _____ E-Mail Address: _____

Person to Notify in Case of Emergency

Name: _____ Relationship: _____

Phone: _____ E-Mail Address: _____

Educational Institution Information

School Name: _____

Contact Person: _____

Street Address: _____

City ST ZIP code: _____

Phone: _____ E-Mail Address: _____

Baldwin County Commission Departmental Information

Department: _____

Contact Person: _____

Phone: _____ E-Mail Address: _____

Baldwin County Commission Intern Agreement

Duration, Schedule, and Pay of Internship

Begin Date: _____ End Date: _____

Number of Hours per Week Being Requested: _____

Hourly Pay Rate Being Offered (if position is a paid internship): _____

To be completed by Intern:

Itemize special skills or experience intern is seeking to gain through this arrangement.

To be completed by Educational Institution:

Itemize general activities that should be performed in order to provide the above-mentioned skills and experience.

Will intern receive academic credit? ____Yes ____No

Baldwin County Commission Intern Agreement

Agreement and Signature

This document does not serve as an employment contract but rather specifies the goals, intent and details of the arrangement between the intern and the Baldwin County Commission.

Conditions of Agreement

- Intern is not considered an employee of the Baldwin County Commission.
- Paid Intern arrangement provides compensation only, but no benefits of any kind.
- Intern is not entitled to employment with the Baldwin County Commission at conclusion of arrangement.
- Baldwin County Commission is not liable for injury sustained or health conditions that may arise for the intern during the course of this arrangement.
- The intern agrees that he/she: (i) will not disclose any confidential information (ii) will not and does not intend to use any confidential information belonging to any third party in connection with the performance of the work assignment; and (iii) will not remove any books, papers, or records belonging to the Baldwin County Commission, or any third party including any document containing any confidential information, business plans, or confidential or proprietary information about the Baldwin County Commission. The student intern shall exercise the utmost good faith in protecting all confidential information.
- Any ideas, processes, methods, reports, plans, manuals, tapes, web pages, listings, notes, flowcharts, or any other work product produced relating to the assignment and developed, prepared, conceived, made or suggested by the intern are assigned to the Baldwin County Commission.

Name of Intern (please print): _____

Signature: _____ Date: _____

School Approval (print name): _____

Signature: _____ Date: _____

Department Head Approval (print name): _____

Signature: _____ Date: _____

Personnel Director Approval (print name): _____

Signature: _____ Date: _____



Baldwin County Commission

Agenda Action Form

File #: 21-0508, **Version:** 1

Item #: BR1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Matthew Brown, Interim Planning and Zoning Director

Submitted by: Matthew Brown, Interim Planning and Zoning Director

ITEM TITLE

Planning District 19 Advisory Committee Appointments

STAFF RECOMMENDATION

Related to the Planning District 19 Advisory Committee (approved to be created by the Baldwin County Commission as a result of the Planning District 19 Zoning Referendum held on December 29, 2020), appoint the following Committee members with each member's term commencing February 17, 2021, and to expire upon the adoption of zoning ordinances and regulations for the district by the Baldwin County Commission:

- 1) Ms. Kate Fisher as a regular member; and
- 2) Mr. Cornelius Booher, Jr. as a regular member; and
- 3) Mr. Paul H. Davis as a regular member; and
- 4) Mr. William Rance Reehl as a regular member; and
- 5) Ms. Tracy Frost as a regular member; and
- 6) Mr. Randall Word as an alternate member.

BACKGROUND INFORMATION

Previous Commission action/date:

November 17, 2020 - BCC Regular Meeting - Related to the Baldwin County Planning (Zoning) District 19 Zoning Election on December 29, 2020, take the following action: 1) Pursuant to Section 17-11-2 of the Code of Alabama (1975), recognize the performance at and designate the place/office where the Absentee Election Manager shall perform such public duties for the applicable absentee election time period recognized by state law for the December 29, 2020, Baldwin County Planning (Zoning) District 19 Zoning Election, as follows:

Place: Baldwin County (Main) Courthouse at the County Seat in Bay Minette

Office: Office of Circuit Clerk of the 28th Judicial Circuit
8:00 AM - 4:30 PM (Monday - Friday)

October 6, 2020 - BCC Regular Meeting - Instructed the Judge of Probate to provide a Zoning Election for Planning (Zoning) District 19, to be held no later than December 29, 2020.

August 4, 2020 - BCC Regular Meeting - Approved the boundaries for the proposed Planning District to be known as Planning (Zoning) District 19.

July 7, 2020 - BCC Regular Meeting - Accepted the notice of intent to form a Planning (Zoning) District and requested a referendum for Planning and Zoning purposes for the proposed Planning District to be known as Planning (Zoning) District 19.

Background: An election was held on December 29, 2020, to determine whether or not Planning and Zoning District 19 should come under the Planning and Zoning jurisdiction of the Baldwin County Commission. In the election, 296 “yes” votes were cast and 28 “no” votes were cast. On January 6, 2021, the Honorable Harry D’Olive, Jr, Judge of Probate, certified the results of the election.

Pursuant to Section 45-2-261.08 of the Code of Alabama, the Baldwin County Commission must now appoint an advisory committee from the new district to work with and assist the Baldwin County Planning Commission in formulating and developing regulations, ordinances, and zoning measures for the district. The advisory committee must consist of five members who are qualified electors of the district and who reflect, as nearly as practical, the diversity of land use in the district.

Planning and Zoning staff sought out possible committee members from the community, including from those who have expressed opposition to the new zoning district. Six individuals have expressed interest. Planning and Zoning staff recommends the Commission appoint five of these six individuals as regular members of the committee based on the location of their residences throughout the district (as shown in the attached map). A brief overview of each interested committee member is also attached. Staff recommends the sixth individual be appointed as an alternate member.

After the committee members have been appointed, Planning and Zoning staff will schedule committee meetings beginning in late February or early March, 2021. Early plans are to hold meetings every other Friday afternoon from 2:00 p.m. to 4:00 p.m. at the Fairhope Satellite Courthouse until a zoning map is ready for presentation to the Commission. Staff will coordinate with the appointed committee members to see if a more convenient day or time exists for the committee members who are ultimately appointed.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Office and Planning and Zoning Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Commission Administration Office prepare and mail appointment letters to the following individuals:

Ms. Kate Fisher
17687 Burwick Loop
Point Clear, Alabama 36564

Mr. Bill Booher
17472 Stillwood Lane
Fairhope, Alabama 36532

Mr. Paul Davis
17674 Hitching Post Circle
Fairhope, Alabama 36532

Mr. Rance Reehl
6191 Pine Grove Drive
Point Clear, Alabama 36564

Ms. Tracy Frost
18204 Woodland Drive
Point Clear, Alabama 36564

Mr. Randy Word (Alternate)
18035 Woodland Drive
Point Clear, Alabama 36564

Commission Administration to mail appointment to the newly appointed Committee Members
cc/Matthew Brown email copy of letters.

Administration Staff - Add Committee to BC Board List as a temporary Committee appointed by BCC.

Additional instructions/notes: N/A



Legend

Tax Parcels

City Limits

911 STREETS

COUNTY MAINTAINED ROADS

ASPHALT

GRAVEL/DIRT

Planning District 19

Meadows_at_Point_Clear

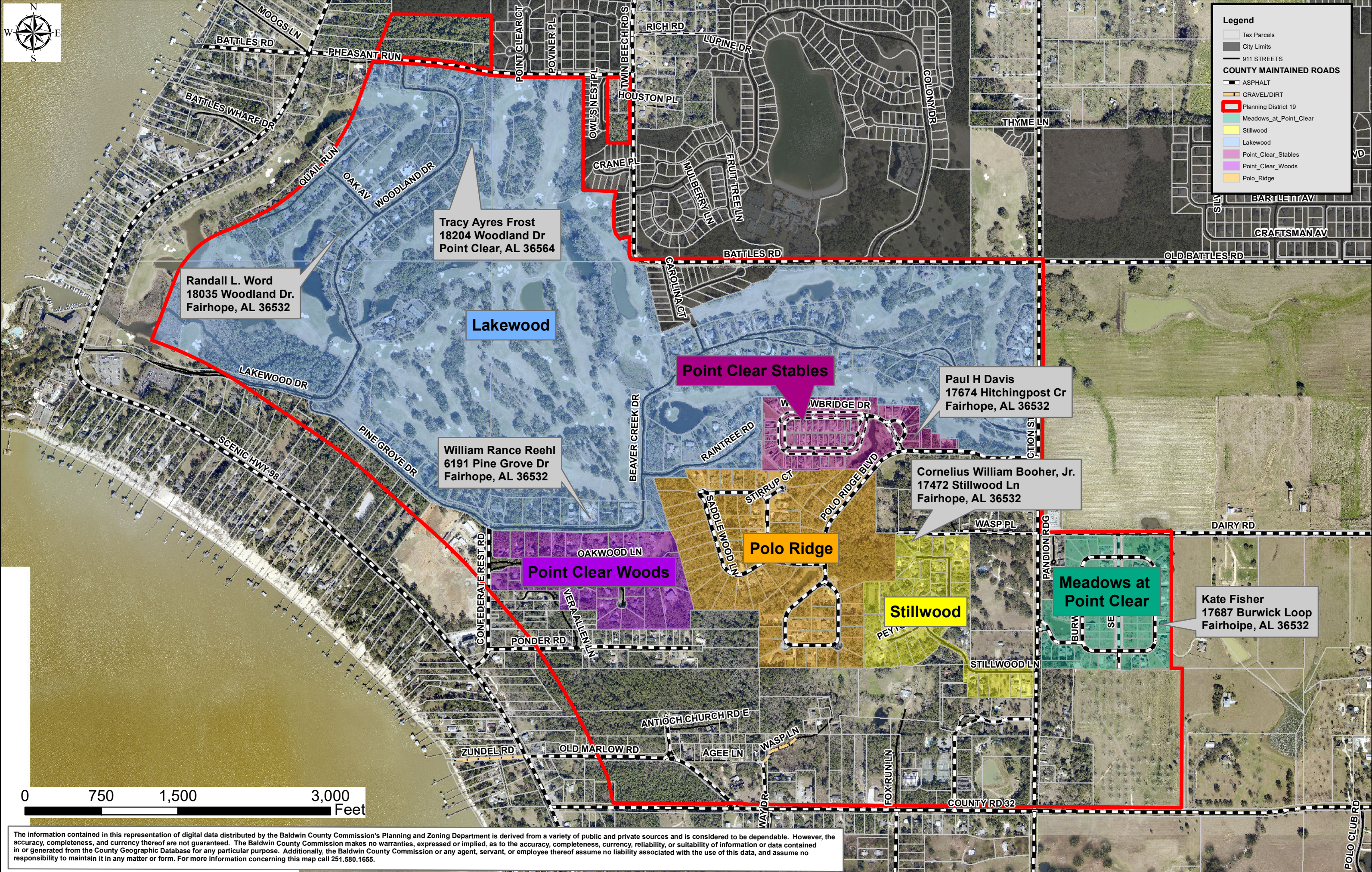
Stillwood

Lakewood

Point_Clear_Stables

Point_Clear_Woods

Polo_Ridge



The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

CASE NO. 38734

RESULTS OF PLANNING AND ZONING DISTRICT NUMBER 19 ELECTION

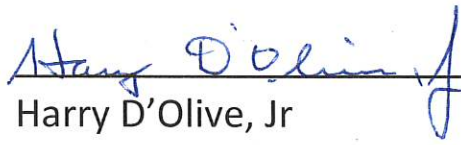
Pursuant to an order issued by this Court on November 5, 2020, an election was held on December 29, 2020, to determine whether or not Planning and Zoning District 19, should come under the Planning and Zoning jurisdiction of the Baldwin County Commission, and ;

It appearing to the Court that at said election 296 yes votes were cast and 28 no votes were cast;

It is, therefore, **ORDERED, ADJUDGED AND DECREED** by the Court that the aforesaid results be, and the same hereby is, certified as the official results of the said election, and;

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that the said Planning and Zoning District 19 is to be placed under the Planning and Zoning jurisdiction of the Baldwin County Commission.

Witness my hand and seal this the 6th day of January, 2021.



Harry D'Olive, Jr
Judge of Probate



Planning District 19

Advisory Committee Membership Interest Form

Full Name:

William Rance Reehl

Home Address:

6191 Pinegrove Dr. Fairhope 36532

Are you a registered voter in the new District 19?

Yes

Verified by P&Z Staff

How do you represent the diversity of land use in the new district?

I represent the diversity of the land use in the manner that I would like to see the proper growth based on the pre-existing and existing culture that Point Clear brings to our Coastal communities.

Anything else you would like to tell us about yourself and why you are interested in serving on this committee?

As a real estate developer and realtor, I hope that I could bring a mindset of good quality growth without changing the quality of life that presently exists in Point Clear.

Planning District 19

Advisory Committee Membership Interest Form

Full Name:

Paul H Davis

Home Address:

17674 Hichingpost Circle Fairhope, Al 36532

Are you a registered voter in the new District 19?

Yes

Verified by P&Z Staff

How do you represent the diversity of land use in the new district?

I have resided in the 36532 zip code for over 15 years now. My two children, one now in college and the other a senior at FHS, have both attended the public school system of Fairhope from K to 12. I have opened several businesses in our county and my wife is an owner of a small business.

Anything else you would like to tell us about yourself and why you are interested in serving on this committee?

Having 28 years of banking experience, 19 of those years have been in Baldwin County directly related to commercial real estate development and management.

Planning District 19

Advisory Committee Membership Interest Form

Full Name: Randall L Word
Home Address: 18035 Woodland Drive Fairhope, AL 36532
Are you a registered voter in the new District 19? Yes <i>Verified by P&Z Staff</i>
How do you represent the diversity of land use in the new district? Lakewood resident; This is our primary home. We live in the older portion of Lakewood with no HOA.
Anything else you would like to tell us about yourself and why you are interested in serving on this committee? Advocate of responsible and value added growth.

Planning District 19

Advisory Committee Membership Interest Form

Full Name:

Kate Fisher

Home Address:

17687 Burwick Loop, Fairhope 36532

Are you a registered voter in the new District 19?

Yes

Verified by P&Z Staff

How do you represent the diversity of land use in the new district?

I have lived in The Meadows of Point Clear since 2017 and am currently serving as the president of their HOA. The Meadows borders the Rose Hill subdivision to our south and east, the "old Fairhope Dairy" to our north and Section Street to the west.

Anything else you would like to tell us about yourself and why you are interested in serving on this committee?

Moved to Fairhope from Southampton, NY in 1994. We purchased a number of lots in the Rose Hill Subdivision and built on one of the lots where we lived for over 20 years. The main reason for purchasing was the covenants and restrictions in an unzoned part of the county. I have seen this area explode and while I am not one to "tell people what do to with their property", I do feel that some zoning helps to protect the property values of everyone.

Planning District 19

Advisory Committee Membership Interest Form

Full Name:

Cornelius William Booher, Jr.

Home Address:

17472 Stillwood Lane, Fairhope, AL 36532

Are you a registered voter in the new District 19?

Yes

Verified by P&Z Staff

How do you represent the diversity of land use in the new district?

We moved to Fairhope four and a half years ago and found the Stillwood at the Point neighborhood to be an excellent residential neighborhood in which to live without the noise, traffic and clutter of more mixed-use areas closer to downtown. With the current growth throughout the County I believe a mix of old and new residents will provide a balance of what Fairhope used to be and why it's attractive to potential new residents. Without balance Fairhope and Baldwin County will lose its charm and identity.

Anything else you would like to tell us about yourself and why you are interested in serving on this committee?

I have had the opportunity to work at every level of government, both professionally and as a volunteer. I have determined that participation in local activities actually affords the best opportunity to impact the quality of life for your community and your neighbors. (I would be happy to share a brief bio if that would be helpful.)

Planning District 19

Advisory Committee Membership Interest Form

Full Name:

Tracy Ayres Frost

Home Address:

18204 Woodland Drive Point Clear, AL 36564

Are you a registered voter in the new District 19?

Yes

Verified by P&Z Staff

How do you represent the diversity of land use in the new district?

There is very little diversity of land use in District 19 as the majority is single family residential, recreational (golf courses), churches and our post office. I live in a SF home within a subdivision that does not have a HOA.

Anything else you would like to tell us about yourself and why you are interested in serving on this committee?

I served as the point person for the Planning District 19 zoning initiative. I researched options for zoning into the county as well as a request for annexation into Fairhope. I have learned without zoning or other protection, we have little say as to how our community is developed. I have also learned without zoning the County Planning and Zoning department and County Commissioners have very little means for protecting the citizens from development request which are unsupported and do not fit into the area.

As part of the Baldwin County Master Plan, the area of Point Clear was one of the many communities defined as "a community with a strong sense of identity and care for its environment and landscape. It will not be willing to significantly compromise for the benefit of growth itself. Growth on the Eastern Shore will need to characteristically fit with its history". Without guidelines through zoning, we may not be able to preserve our community and plan ahead for mindful growth which fits into the area. I love this community and want to ensure I make a personal effort to preserve our way of life, protect our property values and assist our community leaders in doing the same.



Baldwin County Commission

Agenda Action Form

File #: 21-0509, **Version:** 1

Item #: CA1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Highway Department Fiscal Year 2020 Year-end Progress Report (October 1, 2019 - September 30, 2020)

STAFF RECOMMENDATION

The County Engineer will present the Highway Department Fiscal Year 2020 Year End Progress Report (October 1, 2019 - September 30, 2020).

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

Agenda Action Form

File #: 21-0496, **Version:** 1

Item #: DR1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Celena Boykin, Senior Planner

Submitted by: Celena Boykin, Senior Planner

ITEM TITLE

*Case No. Z-21003 - Garlock Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2021-044, which approves Case No. Z-21003, Garlock Property, as it pertains to the rezoning of 0.53 acres, more or less, as located in Planning District 22, from RSF-1 and RSF-2, Residential Single Family, to RA, Rural Agriculture District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property is currently zoned RSF-1 and RSF-2, Residential Single Family District, and is currently occupied with one dwelling. The property adjoins Boykin Blvd to the south. The adjoining properties are residential and agricultural. The requested zoning designation is RA, Rural Agricultural District. According to the submitted information, the purpose of this request is to allow for a residence, and a home occupation to run a small deer processing business (processing deer meat only).

The Planning Commission considered this request at its January 5, 2021 meeting 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

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration

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

Send Notice of Action to the Following:

Mr. Joshua Garlock
34933 Boykin Blvd
Lillian, Alabama 36549

Additional instructions/notes: Planning and Zoning Department - Amend Zoning Map



Baldwin County Planning & Zoning Department

Baldwin County Planning Commission Staff Report

Agenda Item 7.d

Case No. Z-21003

Garlock Property

Rezone RSF-1 and RSF-2, Residential Single Family District to RA, Rural Agricultural District

January 5, 2021

Subject Property Information

Planning District: 22
General Location: North side of Boykin Blvd
Physical Address: 34933 Boykin Blvd, Lillian, AL
Parcel Number: 05-52-06-23-0-001-001.008
Existing Zoning: RSF-1 and RSF-2, Residential Single Family District
Proposed Zoning: RA, Rural Agricultural District
Existing Land Use: Residential
Proposed Land Use: Residential and home occupation
Acreage: 0.53± acres
Applicant: Joshua Garlock
34933 Boykin Blvd
Lillian, AL 36549
Owner: Same
Lead Staff: Celena Boykin, Senior Planner
Attachments: *Within Report*

Adjacent Land Use		Adjacent Zoning
North	Agricultural	RA, Rural Agricultural District
South	Residential and Boykin Blvd	RSF-1, Residential Single Family District
East	Residential	RSF-2, Residential Single Family District
West	Residential	RSF-1, Residential Single Family District

Summary

The subject property is currently zoned RSF-1 and RSF-2, Residential Single Family District, and is currently occupied with one dwelling. The property adjoins Boykin Blvd to the south. The adjoining properties are residential and agricultural. The requested zoning designation is RA, Rural Agricultural District. According to the submitted information, the purpose of this request is to allow for a residence, and a home occupation to run a small deer processing business (processing deer meat only).

Section 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.3.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Section 3.2 RA Rural Agricultural District

3.2.1 Generally. This zoning district provides for large, open, unsub divided land that is vacant or is being used for agricultural, forest or other rural purposes.

3.2.2 Permitted uses. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Outdoor recreation uses.
- (d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.
- (e) The following local commercial uses: fruit and produce store.
- (f) The following institutional uses: church or similar religious facility; school (public or private).
- (g) Agricultural uses.
- (h) Single family dwellings including manufactured housing and mobile homes.
- (i) Accessory structures and uses.

3.2.3 Special exceptions. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following general commercial uses: recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).
- (b) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

3.2.4 Conditional uses. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Transportation, communication, and utility uses not permitted by right.
- (b) Institutional uses not permitted by right.

3.2.5 Area and dimensional ordinances. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	3 Acres
Minimum Lot Width at Building Line	210-Feet
Minimum Lot Width at Street Line	210-Feet

3.2.6 *Area and dimensional modifications.* Within the RA district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Agency Comments

Baldwin County Highway Department, Weesie Jeffords: If Mr. Garlock is building same size or smaller than his residence on lot 1, the drainage impact would be minimal, any larger would require further review. The entrance should be permitted through the Permits section with Commercial Access to provide adequate entrance to the facility, unless Mr. Garlock intends to use his residence as the drop off location.

Baldwin County Subdivision: No Comments.

ADEM, Scott Brown: Based on a desktop review, the northern part of this parcel may contain wetlands which are protected and regulated resources, even when located on private property. The applicant encouraged to determine if wetlands indeed occupy the property and, if so, mark the wetlands boundary in order to avoid any direct, indirect, or accidental impacts thereto, including filling and/or dredging that might from any use on the parcel. Any proposal to impact wetlands must be reviewed by the Mobile District U.S. Army Corps of Engineers and ADEM for compliance with both State and Federal rules.

Any wastewater generated as a part of the proposed meat processing activity must be properly disposed and must not, under any circumstance, be discharged to state surface waters without a valid NPDES permit.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently zoned RSF-1 and RSF-2, Residential Single Family District, and is occupied with one dwelling. The requested zoning designation is RA, Rural Agricultural District. Most of the surrounding properties are zoned RSF-1, RSF-2, and RA and are used for residential and agricultural purposes, therefore the requested change is compatible with the existing development pattern and zoning of nearby properties.

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?

Planning District 22 was zoned in November 2002. There have been very few re-zonings in the surrounding area, mostly from rural to residential.

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 has been provided for the subject property. 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, RMH and PRD.

Approval of the rezoning will result in an amendment of the Future Land Use Map to agricultural. Agriculture, forestry and similar activities are included with this future land use category. Single family dwellings, institutional uses, recreational uses, limited commercial uses which are intended to serve a rural area and transportation, communication and utility uses are also included subject to the requirements found within the Zoning Ordinance. This category is designed to protect the essential open character of rural areas until it is timely to reclassify the land to appropriate residential, commercial or industrial categories. Zoning designations may include RR, CR, RA and RSF-E.

4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any planned public improvements.

5.) Will the proposed change adversely affect traffic patterns or congestion?

Boykin Blvd is a county maintained paved road. Staff doesn't anticipate any adverse effect to traffic patterns or congestion.

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.

Yes, much of surrounding land uses in this area are rural and residential. The established residential use will remain along with the home occupation.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

This area of Planning District 22 consists of both residential and agricultural zoning districts. The surrounding properties zoned RA are used for agricultural purposes, therefore the requested change is a logical expansion of adjacent zoning districts.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing 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?

See Scott Brown's (ADEM) comment above. If there are wetlands on the subject property, any structure being built will have to be 30' from the wetlands. Staff will review the wetlands setback during the Land Use process.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts.

11.) Other matters which may be appropriate.

If the rezoning is approved the applicant must apply for a Home Occupation Application and meet the following conditions:

13.3.2 Home occupations, rural. Home occupations within the RR or RA districts shall be limited to accessory uses which are customarily associated with agricultural uses or rural nonfarm households. Limitations on the type of rural home occupation are as follows:

- (a) The rural home occupation shall be confined to the principal building or an accessory structure located on the same lot as the principal building.
- (b) No display of products shall be visible from the street and only articles made on the premises may be sold; except that non-durable articles (consumable products) that are incidental to a service, which service shall be the principal use in the home occupation, may be sold on the premises.
- (c) The rural home occupation must be carried on solely by family members and no person outside the family may be employed on the premises.

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned RSF-1 and RSF-2, Residential Single Family District, and is occupied with one dwelling. The requested zoning designation is RA, Rural Agricultural District. Most of the surrounding properties are zoned RSF-1, RSF-2, and RA and are used for residential and agricultural purposes, therefore the requested change is compatible with the existing development pattern and zoning of nearby properties.

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be recommended for **APPROVAL**.*

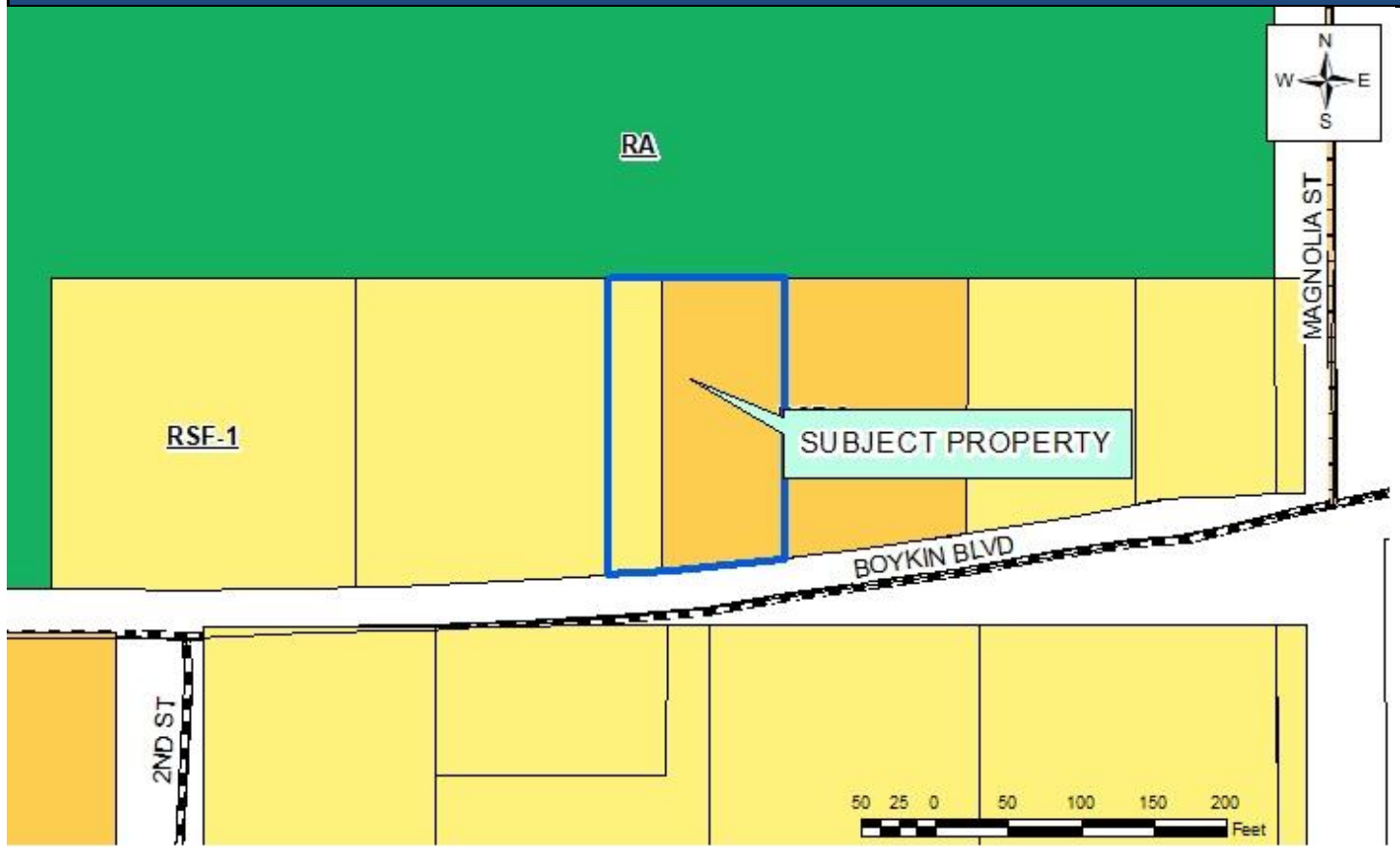
**On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*

Property Images

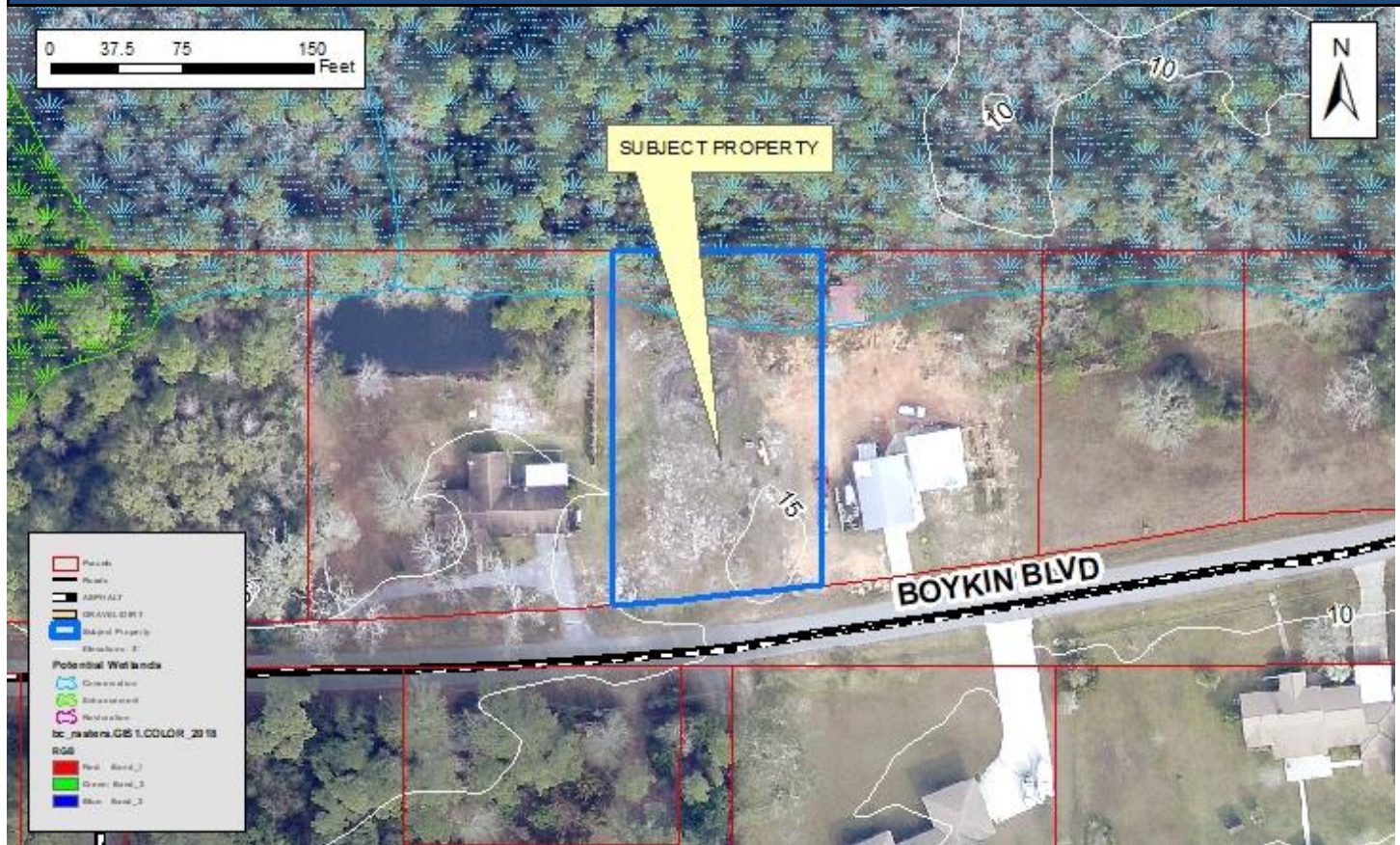




Locator Map



Site Map



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2021-044

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-21003, Garlock Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Joshua Garlock has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 22, for property identified herein and described as follows:

120.7' X 198.7' IRR COMM AT THE SE COR OF NE1/4 OF SE1/4 SEC 23 TH RUN N 209'; W 209.6';
CONT W 125' FOR POB; TH S 185.6 ' TO N R/W OF BOYKEN BLVD; TH SW'LY ALG SD R/W 120.7';
N 198.7'; E 120' TO POB CONT 0.53 AC SEC 23-T7S-R6E (WD-SURVIVORSHIP)

Otherwise known as tax parcel number, **05-52-06-23-0-001-001.008**, 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-1 and RSF-2, Residential Single Family District, to RA, Rural Agriculture District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on January 5, 2021, and voted to recommend approval of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on February 17, 2021; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 22 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-21003, Garlock Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 22 from RSF-1 and RSF-2, Residential Single Family District, to RA, Rural Agriculture District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 22 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 17th day of February 2021.

Honorable Joe Davis, III, Chairman

ATTEST

Wayne Dyess, County Administrator

VII. CONSIDERATION OF APPLICATIONS AND REQUESTS – REZONING CASES

a.) CASE P-21001 ALBEE PROPERTY CONDITIONAL USE APPROVAL

DJ Hart presented the request for conditional use approval to allow an airplane hangar on approximately 4.5 acres located at 33599 Sunset Drive. The property is zoned RA in Planning District 22. Mrs. Hart reported recommendation of approval subject to conditions.

Applicant Keith Albee was present to answer questions. There was no one present in opposition.

Jason Padgett made a motion to approve of the request. Daniel Nance seconded the motion. All members voted aye. **Motion to approve Case P-21001 Albee Property Conditional Use Approval to build a 70' x 75' building to be used as an airplane hangar subject to the conditions listed below carries on a vote of 6-0.**

- **Approval shall be for this applicant and this location only.**
- **A Baldwin County Land Use Certificate Shall be obtained no later than six months from the date of Conditional Use Approval.**
- **Any expansion or changes to the site plan shall necessitate additional review by the Planning Commission.**

b.) CASE P-21002 PITTMAN PROPERTY CONDITIONAL USE APPROVAL

DJ Hart presented the request for conditional use approval to allow an office-warehouse facility with buildings for boat and RV storage on approximately 1.56 acres located on the north side of Milton Jones Road, west of State Highway 181. The property is zoned B-2 in Planning District 15.

The applicant requested to table the request.

Kevin Murphy made a motion to table the request. Bonnie Lowery seconded the motion. All members voted aye. **Request to table Case P-21002 Pitman Property Conditional Use Approval carries on a vote of 6-0.**

c.) CASE Z-21002 SUTE PROPERTY

Celena Boykin presented the request to rezone approximately 4.7 acres from RSF-1 to B-4 to allow commercial use of the property. The subject property is located at 10275 County Road 64 North in Planning District 15.

This applicant requested to have this request tabled.

Daniel Nance made a motion to table the request. Robert Davis seconded the motion. All members voted aye. **Request to table Case Z-21002 Sute Property rezoning request carries on a vote of 6-0.**

d.) CASE Z-21003 GARLOCK PROPERTY

Celena Boykin presented the request to rezone approximately .53 acres from RSF-1 and RSF-2 to RA to allow for a residence and home occupation on the property. The

subject property is located at 34933 Boykin Boulevard in Planning District 22.

Mrs. Boykin read the requirements for a Home Occupation. Mrs. Boykin reported recommendation of approval by staff and answered questions.

Applicant Joshua Garlock addressed the Commission and answered questions. Jana Alarid and Jerry Kee spoke in favor of the request. Eddie Goodwill signed up in favor but did not speak.

Dr. Susan Wells, Larry Conley, and Mary Joe Conley spoke in opposition of the request.

Daniel Nance made a motion to recommend approval. Bonnie Lowery seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-21003 Garlock Property rezoning request from RSF-1 and RSF-2 to RA carries on a vote of 6-0.**

e.) CASE Z-21006 MIDDLETON PROPERTY

Linda Lee presented the request to rezone approximately 2.11 acres from RSF-E to B-4 to allow a storage facility on the property. The subject property is located at 25120 Rawls Road in Planning District 12.

Mrs. Lee reported a telephone call from adjacent property owner Charles Fincher in opposition. Mrs. Lee also reported recommendation of approval by staff and answered questions. Tom Granger was present to represent the applicant and answer questions. There was no one present to speak in opposition of the request.

Jason Padgett made a motion to recommend approval. Daniel Nance seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-21006 Middleton Property rezoning request from RSF-E to B-4 carries on a vote of 6-0.**

f.) CASE Z-21007 E & T ENTERPRISES PROPERTY

Linda Lee presented the request to rezone approximately 75.93 acres from RA to RSF-2 to allow single family development on the property. The subject property is located on the southeast corner of County Road 12 South and Nall Road in Planning District 21. Mrs. Lee reported recommendation of approval by staff.

Ercil Godwin with Sawgrass Consultant was present to represent the applicant. Niel Trimble and David Walters spoke in opposition of the request. Gregory Kaiser signed up in opposition but did not speak.

Jason Padgett made a motion to recommend approval. Robert Davis seconded the motion. Kevin Murphy voted nay all other members voted aye. **Motion to recommend approval for Case Z-21007 E & T Enterprises Property rezoning request from RA to RSF-2 carries on a vote of 5-1.**

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-21003

Garlock Property

Rezone RSF-1 & RSF-2 to RA

1/7/2021

Motion: TO RECOMMEND APPROVAL

Made by: DANIEL NANCE

Motion Seconded by: BONNIE LOWRY

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	X	
Brandon Bias	A	
Robert Davis	X	
Plumer Tonsmeire	A	
Jason Padgett	X	
Steven Pumphrey	X	

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 6-0

D Hart

From: Cris Howle <crishowle55@gmail.com>
Sent: Monday, January 4, 2021 3:23 PM
To: D Hart
Attachments: 20210104_152144.jpg

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

Thank you for handling this for us.

01/04/2021

FROM: Christopher T Howle

13159 2ND ST

Lillian AL 36549

TO: BALDWIN COUNTY PLANNING AND ZONING AND BALDWIN COUNTY COMMISSIONERS

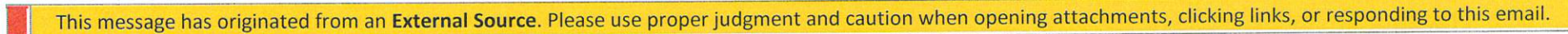
RE: Z-20003, RE-ZONING REQUEST, (BOYKIN BLVD, LILLIAN AL)

My family and I own 4 homesites on 2nd St, Lillian AL, located within 2 blocks of this proposed re-zoning. **WE ARE VEHEMENTLY OPPOSED TO THIS ACTION!** Our residential neighborhood is no place for a commercial business like a meat processing operation or any other business for that matter. If allowed there will be detrimental impacts to our area and property values.

Respectfully, Christopher T Howle

D Hart

From: Michelle alfonso <michalfonso@yahoo.com>
Sent: Tuesday, January 5, 2021 11:03 AM
To: D Hart
Subject: CASE NO Z-21003

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

To whom it may concern,

As residents of 35868 Boykin Blvd, we would like to vote **NO for the rezoning of this property (case # Z-21003)**. There is already a significant amount of traffic on this road and there are no sidewalks. There are more and more young families, with children, who are riding bikes in the road. There are also adults/seniors having to walk the roads for exercise, without the safety of a sidewalk. Commercial property would bring additional traffic to our neighborhood, people would be driving down Boykin to view the hidden gem that it is, and our property values would be affected by this processing plant. There is plenty of commercial property nearby (maybe less than a half a mile) and easily accessible. There is no reason to detract from the appeal of this quaint little street.

Sincerely,
Paul Burch Jr
Michelle Alfonso
251-654-6709

D Hart

From: Gmail <conleyscove@gmail.com>
Sent: Tuesday, January 5, 2021 12:01 PM
To: D Hart
Subject: Case no Z-21003

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Please accept this as a vote against rezoning above mentioned property on Boykin Blvd in Lillian. We do not want any business in residential property, much less a deer processing plant. Signed: Mary Jo and Larry Conley. Our address is 45614 Boykin Blvd and our phone number is 251/648-1802. Please advise if this is correct way of voting this down! Thank you, Mary Jo and Larry Conley

Sent from my iPhone

D Hart

From: william_brooks@usa.net
Sent: Tuesday, January 5, 2021 12:11 PM
To: Crystal N. Bates; D Hart
Subject: Objection to Rezoning Request - Case No. Z-21003

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

I hereby submit my objection to the Rezoning Request - Case No. Z-21003.

I am a resident of this neighborhood and I also own additional property in this neighborhood.

I am concerned that the sewage facilities in this neighborhood (Baldwin County Sewer Service) are not capable of handling the offal and remains of the processed animals. Should these waste products be buried or disposed of using a septic system on the property, I am concerned about the adverse impact on the water table, Improper disposal of carcasses and remains otherwise will pose a health hazard and harm to the environment.

This a single-family residential neighborhood and I strongly believe it is inappropriate for a commercial meat processing facility. The traffic and odors will adversely affect property values and our quality of life.

I am also very concerned that allowing this rezoning will set a precedent for other such requests which would further decrease property values, increase traffic, and significantly diminish the quality of life of this neighborhood's residents.

William T. Brooks
35594 Boykin Blvd.
Lillian. AL 36549-4100
william_brooks@usa.net
(251)979-9383

D Hart

From: Erica Snyder <ericasnyder0319@gmail.com>
Sent: Tuesday, January 5, 2021 1:41 PM
To: D Hart
Subject: Zoning 2nd and Boykin

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

To whom it may concern:

It has just been brought to our area's attention that they're trying to rezone the brick house with the blue door, corner of 2nd at Boykin. They want to make it commercial so they can start a deer processing plant. I live on 2nd Street and am not happy about this. I would recommend denying rezoning this to commercial as this is a residential neighborhood and would lower our property value. We are already fighting too much criminal activities and this would bring in more riffraff.

Pamphlets were sent with the wrong date apparently.

Our neighborhood crime group would be happy to attend the zoning meeting. Please provide details

Please feel free to reach out to me at 256-453-7300.

Thank you,

Erica Snyder

D Hart

From: Martha Barger <mjsbarger@icloud.com>
Sent: Tuesday, January 5, 2021 2:49 PM
To: D Hart
Subject: Exception to zoning on Boykin Blvd

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

I am opposed to the establishment of a deer processing plant in our neighborhood. This is a quiet area and this is why we bought here. A business would increase traffic and noise and the number of no residents in the area. Thank you for your consideration. No to rezoning.

Sent from my iPhone

D Hart

From: Dianne Carroll <digalbama@gmail.com>
Sent: Tuesday, January 5, 2021 2:40 PM
To: D Hart
Subject: Rezone request in Lillian Al 2nd / Boykin


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

It has just been brought to my attention that the house on the corner of 2nd at Boykin in Lillian Al. is requesting to be rezoned to commercial to allow got a deer processing plant.

I do not feel such a business in a residential area is a benefit to the community. I feel it will draw unwanted traffic to an area that children play and the community gathers to enjoy the beach area. There is plenty of space available to rent directly on Hwy. 98 to keep communities safe from constant traffic around families.

D Hart

From: Carlene <caj47@comcast.net>
Sent: Tuesday, January 5, 2021 3:46 PM
To: D Hart
Subject: Corner of 2nd Ave. and Boykin Blvd., Lillian, Al

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

This is Carlene Jones. I live at 36490 Boykin Blvd, Lillian AL 36549.

I am definitely opposed to the proposed rezoning of the home on the corner of 2nd Ave. and Boykin Blvd, Lillian, Al. to Commercial for the purpose of establishing a deer meat processing plant. This is a neighborhood of homes and a commercial business can ruin the peace and quiet that makes this neighborhood so special. This would bring employee parking, smells from the plant, and customer traffic. I am asking the zoning board to please vote "NO" .

Please contact me by phone if you have questions.

Carlene Jones
205-454-1382

Sent from Xfinity Connect App

D Hart

From: dschrissey@aol.com
Sent: Wednesday, January 6, 2021 9:07 AM
To: D Hart
Subject: Z-21003

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D.J. Hart:

My husband and I would like to vote against the re-zoning of residential property to agriculture so that a commercial deer processing business can be operated in a residential neighborhood.

We have been told we can vote on-line and would like to know where/how we may do so.

Thank you for your prompt attention.

Don and Sharon Christopher
35413 Boykin Blvd.
Lillian, AL 36549

D Hart

From: Angie Magnuson <angieandcarl@gmail.com>
Sent: Tuesday, January 5, 2021 4:03 PM
To: D Hart
Subject: Case Z-21003

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To whom it may concern....

We Angie Magnuson and husband Carl Magnuson RESIDENTS

At 35812 boykin blvd

Lillian, AL 36549

Would like to

VOTE NO

on changing zoning

to agriculture this is

a RESIDENTIAL quiet

neighborhood and we like to keep it that way.

We certainly don't need

more traffic and unknown people coming and going.

Thank you!!!!

----- Forwarded message -----

From: Michelle alfonso <michalfonso@yahoo.com>

Date: Tue, Jan 5, 2021, 11:03 AM

Subject: my response

To: Mom <angieandcarl@gmail.com>

To whom it may concern,

As residents of 35868 Boykin Blvd, we would like to vote **NO for the rezoning of this property (case # Z-21003)**. There is already a significant amount of traffic on this road and there are no sidewalks. There are more and more young families, with children, who are riding bikes in the road. There are also adults/seniors having to walk the roads for exercise, without the safety of a sidewalk. Commercial property would bring additional traffic to our neighborhood, people would be driving down Boykin to view the hidden gem that it is, and our property values would be affected by this processing plant. There is plenty of commercial property nearby (maybe less than a half a mile) and easily accessible. There is no reason to detract from the appeal of this quaint little street.

Sincerely,
Paul Burch Jr
Michelle Alfonso
251-654-6709

D Hart

From: mark worden <marktworden@hotmail.com>
Sent: Tuesday, January 5, 2021 6:48 PM
To: D Hart; Crystal N. Bates
Subject: Zoning Case No. Z-21003

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

I am not sure my first email sent the first time so this may be a repeat :)

Dear Baldwin County Zoning,

I hereby submit my objection to the Rezoning Request - Case No. Z-21003.

I am a resident property owner of this residential neighborhood.

This is a family residential neighborhood and I feel it is most inappropriate to grant this rezoning request for a commercial meat/deer processing plant in our neighborhood. Please ask yourselves, would you allow a commercial meat/wild game processing plant one quarter mile down the street from your house?

Having myself been a licensed business owner for over 38 years, I believe if someone wants to start a meat processing business or any commercial business, he/she should find a properly zoned commercial property for sale or rent to run their business and not conduct such a business from their garage. PLEASE consider this is absolutely not the type of business to run from your house in a family oriented residential neighborhood.

With all of this being said, I would like to also draw attention to the potential health hazards that this type of business will pose to our neighborhood. I am very concerned that the sewage facilities in this neighborhood (Baldwin County Sewer Service) are not capable of handling the remains and waste of the processed animals. Should these waste products be buried or disposed of using a septic system on the property, I am concerned about the adverse impact to the water table. Improper disposal of carcasses and remains otherwise will pose a health hazard and harm to the environment. The traffic and odors will definitely adversely affect our property values and most importantly our quality of life.

If not for Covid concerns, which is spreading in Baldwin County at a high rate, I and many of my neighbors would certainly be attending the hearing in person to voice our opposition to this request. Please let me know if I can attend the meeting virtually.

I certainly hope that you will consider my thoughts and comments while considering Rezoning Request No. Z-21003.

Thank You!

Sincerely,
Mark T Worden
Property Owner
35687 Boykin Blvd
Lillian, AL 36549
cell- 251-752-2340

D Hart

From: Crystal N. Bates
Sent: Wednesday, January 6, 2021 9:36 AM
To: cathyclay@gulftel.com
Cc: D Hart
Subject: RE: Z-21003

I got it.

Thank You,

Crystal Bates

Planning Technician
22251 Palmer St
Robertsdale, AL 36567
Tel: 251-580-1655 Ext. 7261
Fax: 251-580-1656
cbates@baldwincountyal.gov




From: cathyclay@gulftel.com <cathyclay@gulftel.com>
Sent: Wednesday, January 6, 2021 9:34 AM
To: Crystal N. Bates <CBATES@baldwincountyal.gov>
Subject: RE: Z-21003

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

D Hart

From: Janine Howle <jhowle@trulandhomes.com>
Sent: Wednesday, January 6, 2021 11:33 AM
To: D Hart
Cc: Dawn Griner
Subject: Z21003

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Hey, I am a resident of Lillian. I vote against changing the zoning for this property to commercial and I object to allowing a deer meat processing plant in this residential location.

I really wish someone would drive around our area and see what a disaster we have since residential zoning has not been enforced. Our property values have been stunted compared to the rest of the areas.

Please refuse this request.

Janine Howle
13159 2nd Street
Lillian, AL 36549

D Hart

From: Crystal N. Bates
Sent: Wednesday, January 6, 2021 12:34 PM
To: D Hart
Subject: FW: Z-21003 Wolfe on Boykin Blvd opposes zoning change.

From: cathyclay@gulftel.com <cathyclay@gulftel.com>
Sent: Wednesday, January 6, 2021 12:04 PM
To: Crystal N. Bates <CBATES@baldwincountyal.gov>; Bill & Becky Wolfe <bbwolfe@gulftel.com>
Subject: RE: Z-21003 Wolfe on Boykin Blvd opposes zoning change.

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

Crystal,
Hopefully I won't be bothering you anymore.
My neighbors Bill & Becky Wolfe on Boykin Blvd Lillian are also having issues with Century Link and can not get a email to you. They asked me to email you on their behalf.

They oppose a zoning change from Residential to Rural Agricultural District regarding Z-21003

Becky Wolfe had talked to DHart earlier in the week.

Bill and Becky Wolfe can confirm the Opposed vote at 962-2155

From: cathyclay@gulftel.com <cathyclay@gulftel.com>
Sent: Wednesday, January 6, 2021 10:41 AM
To: 'Crystal N. Bates' <CBATES@baldwincountyal.gov>
Subject: RE: Z-21003

Crystal,
I read over what I sent you, IF there is a Vote we are Opposed to a zoning change from Residential to Rural Agricultural District
Thanks 😊

From: Crystal N. Bates <CBATES@baldwincountyal.gov>
Sent: Wednesday, January 6, 2021 9:36 AM
To: cathyclay@gulftel.com

D Hart

From: Tim McConnell <tmccoymc.1@gmail.com>
Sent: Thursday, January 7, 2021 6:50 AM
To: D Hart
Subject: case z_21003

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Stanley smith
Tim mc connell
36190 boykin blvd.
lillian al 36549
vote no on case z 21003 to the rezoning of that property to be rezoned
for agriculture.
stanley smithh and tim mc Connell.

D Hart

From: Phyllis Henderson <pshenderson49@gmail.com>
Sent: Wednesday, January 6, 2021 7:37 PM
To: D Hart
Subject: Case# Z-21003

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

Good morning!

My name is Phyllis Henderson

I am the property owner at 36144 Boykin Blvd, Lillian.

I understand that the above referenced case is for a zoning change to a property on Boykin Blvd. I am opposed to this change because I feel that it could adversely affect property values on the street.

Thank you!

Phyllis Henderson

Sent from my iPad

D Hart

From: karen baxter <kbaxter99@yahoo.com>
Sent: Wednesday, January 6, 2021 7:10 PM
To: Crystal N. Bates
Cc: D Hart
Subject: Rezoning Request Z-21003

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

Dear Baldwin County Zoning and Planning,

I am submitting my objection to the rezoning request case number Z-21003.

I am a property owner and a resident of this single family residential neighborhood. My family has owned property on Boykin Blvd. since the early 70's. I feel it is inappropriate to change this to an agricultural zone and allow a commercial meat/deer processing plant in our neighborhood for many reasons.

Myself, my family and grandchildren walk, bike and jog daily on Boykin Blvd., therefore more traffic from a commercial business would cause a safety hazard to our family and neighborhood. We do not have sidewalks to use to get off the road and if someone were to get hit by allowing more traffic on a dead-in road would be totally reprehensible.

I am concerned this business could potentially cause health hazards if done improperly along with environmental issues to our wetlands and forever wild. We already have problems in our bay with organic runoff and made the news this spring and this could potentially increase the problem. Every year while jogging I find deer carcasses on the side of the Rester road adjacent to forever wild from people who improperly dispose of their kill. It is a horrific sight, smell as it decomposes and then runs off into our water ways and ground water. The decomposition also attracts animals from the wood like coyotes and foxes. We recently had an episode with my neighbor on Boykin with a deranged fox that went after him in daylight and bit his jeans numerous times. He did report this experience.

I believe the agriculture zoning to the north of him and Rester Road is timberland in forever wild and nobody lives in those thousands of acres. My family lives in Perdido Beach Subdivision because it is single-family residential zoned and not commercial. Therefore I request you not change the zoning of our small family oriented community and potentially cause any unforeseen problems to our health and environment.


Thank you for allowing us to voice our many concerns.

Sincerely,

Karen L. Baxter
Property Owner
35644 Boykin Blvd.
Lillian, AL 36549
850-748-3135
Sent from [Mail](#) for Windows 10

D Hart

From: cantrell@southtel.com
Sent: Wednesday, January 6, 2021 5:02 PM
To: Crystal N. Bates
Cc: D Hart
Subject: Z-21003


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

I live on Boykin Blvd in Lillian AL, I understand a deer processing plant has requested zoning on our street, I do not believe this is the proper place for a commercial business, it is a small rural road and the location in question has no availability for parking for employees.

Curtis Cantrell
Lillian Resident

D Hart

From: D E Phillips Jr <edphil2@icloud.com>
Sent: Wednesday, January 6, 2021 4:28 PM
To: D Hart
Subject: Z-21003

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

My name is Dewey Edwin Phillips, Jr. I own a single family residence at [35506 Boykin Blvd., Lillian, AL](#).

I am in strong opposition to the proposed re-zoning of the property referenced above.

This is a single family residential neighborhood, many of which are expensive waterfront homes. Mine was purchased as my wife and my dream “forever” home.

Boykin Blvd. is a one way in road and neighborhood. If the re-zoning is approved, every homeowner past this location will have to drive by what is, in effect a meat processing facility. And all this located right in the middle of our neighborhood.

I don’t believe you would allow this in you or your families subdivision. I ask you not to allow it in mine.

Dewey Edwin Phillips, Jr.
[334-425-2127](tel:334-425-2127)

Sent from my iPhone

D Hart

From: Dean Wilgus <dwilgus@hotmail.com>
Sent: Wednesday, January 6, 2021 4:15 PM
To: D Hart
Subject: rezoning Z 21003

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

I have been asked by my neighbor, Heather Porter to add to the request that this rezoning should not be allowed.

We live in a residential area, on a residential street, not commercial. The additional traffic, smell and decrease in our properties value if this were allowed is undesirable.

where do you draw the line on home based businesses if this is allowed?

thank you ,
on behalf of
Heather R. Porter

D Hart

From: Dean Wilgus <dwilgus@hotmail.com>
Sent: Wednesday, January 6, 2021 3:32 PM
To: D Hart
Subject: Rezoning Z 21003

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

This email is to state that as a 13-year resident on Boykin Blvd, my husband and I are against the approval of the rezoning requested. Our reasons are as follows:

- 1) This is a residential area, not commercial. What is the difference of this as a home-based business and the fact that my husband loves to tinker with cars, so then should he request a rezoning so he can run a repair shop in our yard? My neighbor across the street loves to resell items. Maybe she should open a home-based resale shop? See how this could spiral out of control and soon there would be more businesses than residents on this street...? How do you approve one and not the others?
- 2) Increased traffic and congestion to the street. On a daily basis you can watch at least six to more residents getting their exercise by walking up and down our street. There would be a great danger to them with additional traffic.
- 3) In processing the deer, what would happen with all the byproducts and unusable body parts? How would this be disposed of? Our street is surrounded by woods with many critters who would love to help themselves to such items. We already have a racoon problem in our personal trash containers! Not to mention roving fox, coyotes, etc...I am sure the smell of such a place would entice these animals to come exploring...
- 4) What about the stench of such a business? The smell of dead and/or rotten animal bodies?
- 5) Lastly, a commercial business on our established residential street would have a negatory effect on our property values.

Please do not allow this rezoning to be approved.

Dean Wilgus and Sandra Cyrek-Wilgus
35471 Boykin Blvd.
Lillian, AL 36549
251-923-9644

D Hart

From: Jim Butler <cpobutler@gmail.com>
Sent: Wednesday, January 6, 2021 2:36 PM
To: Crystal N. Bates; D Hart
Subject: Z-21003

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

To Whom it may concern;

My name is James BUTLER and I have lived at 35378 Boykin Blvd for over 35 years.
In that time, there has been no commercial property on the street.

In the last ten years, there has been a boom in the number of homes built on Boykin Blvd.
The appeal for this area is that it is residential,

I do not want the property in question to be rezoned as Agriculture. I do not want a
slaughter in the area.

Thank you for your consideration in this matter.

James I. BUTLER

251-962-2935 home
251-543-6816 cell

D Hart

From: robert detrinis <rdetrinis@gmail.com>
Sent: Wednesday, January 6, 2021 1:16 PM
To: Crystal N. Bates; D Hart
Subject: Z-21003

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

Dear Crystal and D.J.,

We heard about the vote to occur tomorrow regarding re-zoning for the purpose of a deer processing business. We want to vote no, how, do we vote on line.

Thank you for your help,

Lenny and Robert Detrinis

D Hart

From: Dean Wilgus <dwilgus@hotmail.com>
Sent: Thursday, January 7, 2021 11:13 AM
To: D Hart
Subject: Zoning Z21003

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

I am forwarding this on behalf of Barbara and Gary Kammerer, residents of Lillian Alabama.

We are opposed to rezoning a residential street to a commercial business.

Increased traffic, the smell of the processing, doing business in a residential area, lowering our property values are the reasons we do not wish to see commercial business right next to our house where our kids are playing in the front yard and our dog is sitting on the porch guarding our property.

Please seriously consider the harm opening a commercial business on a residential street will cause.

Barbara and Gary Kammerer.

D Hart

From: Leland Avery <judgewlavery@gmail.com>
Sent: Thursday, January 7, 2021 12:22 PM
To: Crystal N. Bates; D Hart
Subject: Rezoning Vote Re: Z-21003

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

I object to the rezoning of this Boykin Blvd property to a commercial business in our residential area, where I reside.

--

Judge Leland Avery

D Hart

From: Debra Whitehead <grnhaven@gmail.com>
Sent: Thursday, January 7, 2021 12:34 PM
To: D Hart
Subject: Case No. Z-21003 Garlock Property

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

Dear Zoning Commission,

My name is Debra Whitehead, and I have been a resident of the unincorporated community of Lillian since 1965. I have seen firsthand the explosive growth of our county and I know you all face daunting tasks everyday. I appreciate the diligence by which you serve.

I am writing in support of Josh Garlock's request to operate a small business from his home. From reading the provisions under different zoning designations, I don't see that his property even needed to be re-zoned, but out of a desire to make sure he did everything properly, he applied for re-zoning.

From what I understand, your office has received many e-mails opposing this man's right to operate a small business from his home. Their opposition is not based on facts, but on misinformation, gossip, and hearsay. Never one time, did any of these complaintants search out the facts before opposing his business endeavor. Instead, their basis is "the slippery slope fallacy."

The following are just two of the statements made by opponents:

Sent from Mary Jo Conley: If you lived on Boykin and had to go past it every day, you might feel as the neighborhood does . I wish him the best in his endeavor but he knew this was a residential street when he built his home. None of our neighbors want a business of any sort. If this is approved, next thing we will have is a garage or day care.

Sent from Meriam Weiss: I am against it and I don't live on that street. I just know that the people who moved to that street were under the assumption that it was zoned Residential when they moved there or they probably would not have chosen that street to build their home. If it were your street, how would you like a business to move next door?

Flyers were put in the neighborhood mailboxes (a criminal act in itself), claiming he was going to be opening a commercial deer processing plant. No wonder you had an onslaught of e-mails opposing this. No one ever asked him his intentions. Many of the people who opposed, if not guilty of lying, are guilty of laziness (though not a crime), by not taking the time to search out the truth.

Yes, it's a residential area and Josh Garlock lives in a residence there. Many small businesses are operated from peoples residences and this is no different. Please consider the falsehoods of the allegations being made, and rule in support of Josh Garlock's desire and right to operate a business from his home.


Thank you so much for taking the time to read and consider this. Small businesses (especially in this time), are extremely important to our economy and our communities!

Sincerely,

Debra Whitehead

D Hart

From: Connie K. Avery <ckavery1954@gmail.com>
Sent: Thursday, January 7, 2021 12:35 PM
To: Crystal N. Bates; D Hart
Subject: Z-21003 Vote


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

I object to the rezoning of this Boykin Blvd residential property to a commercial business. This is an area where my family resides. --

Connie K. Avery, RN
334-352-1017 (cell)

D Hart

From: Jessica Warren <agentjessicawarren@gmail.com>
Sent: Thursday, January 7, 2021 12:53 PM
To: D Hart
Subject: Case No. Z-21003-Garlock property

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

I support the rezoning of Mr. Garlock's property. I believe it will improve the lives of the residents of our community. I personally will not be requiring his services, as I'm not a hunter, but I wholly support his endeavors.

My address is 9285 Hearon Ln in Lillian, AL.

Best Regards,

Jessica Warren

205.239.5571
agentjessicawarren@gmail.com

D Hart

From: cliff barger <cliff.barger@att.net>
Sent: Thursday, January 7, 2021 12:59 PM
To: D Hart
Subject: Case Z-21003

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

My name is Cyrus Barger and I live at 35948 Boykin Blv, Lillian, AL 36549.

I am opposed to the Rezoning of Case Z-21003. A change in the zoning would cause additional traffic on our street and also result in a negative impact on property values.

Thanks for your consideration.

Cyrus Barger
205-310-8168

Sent from my iPhone

D Hart

From: Erin Dykes <edykes@bcbe.org>
Sent: Thursday, January 7, 2021 9:59 AM
To: D Hart
Cc: alan dykes
Subject: Z-21003 Garlock Property

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

Hi! My husband and I live at 35838 Boykin Blvd. in Lillian.

We have no problem with the rezoning of the Garlock property and hope that he will be allowed to have his rezoning wishes.

Thank you,
Erin & Alan Dykes

D Hart

From: Cathy Garlock <cathygk4@gmail.com>
Sent: Thursday, January 7, 2021 9:46 AM
To: D Hart
Subject: Rezoning case Z21003. Planning district 22 Garlock property

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

I would like to say that I live next door to this property and have no objection at all to what Mr. Garlock has in mind to do. I have discussed his plans directly with him and feel that he has thought out his plan very well. I do not have any concerns or fear of a small, seasonal, one-man operation grinding deer meat in my neighborhood. I have owned my property here for 37 years, and we chose this area because it is still a rural and farming community. There are many self-employed businesses in our immediate area, including a lawn care business, which I imagine uses chemical treatments in the process of it's business, an electrical business, an insect treatment business, which I would imagine stores chemicals on their premises, a RV trailer park which has permanent residents and temporary customers coming and going. There are many other people in this area who also operate some sort of business from their homes. The proposed operation will only be seasonal and will benefit the many residents in our area who support deer hunting, which has always been a major food source for my own family. So in closing, I wish him all the good luck he needs in this economy to try to earn a little extra money to care for his family and support our local community. Signed by Cathy Kee 34961 Boykin Blvd. Lillian, AL. (251) 979-3512

D Hart

From: Kilty <kilty_spoke@yahoo.com>
Sent: Thursday, January 7, 2021 11:33 AM
To: D Hart; Crystal N. Bates
Subject: Support for zoning request - Z-21003 - response requested

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

Ms. Hart and/or Ms. Bates,

My husband and I live on Boykin Blvd in Lillian and **SUPPORT** Mr. Garlock's request for re-zoning RSF-1 and RSF-2, Residential Single Family District to RA, Rural Agricultural District.

Due to COVID concerns, I will not attend the meeting but want to make sure you have received this message and will relay it to the committee if needed.

Please respond that our message has been received.

Thank you,

Craig and Kilty Spoke
35891 Boykin Blvd
Lillian AL 36549

D Hart

From: Erica Snyder <ericasnyder0319@gmail.com>
Sent: Tuesday, January 5, 2021 4:42 PM
To: D Hart
Subject: Re: Zoning 2nd and Boykin

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

To whom it may concern:

I emailed earlier regarding the zoning on Boykin in Lillian. I was initially told that it will be commercial property and was concerned. However, after further information provided I am now aware that it is just rural agriculture. The property behind it already is. I don't think that this would affect negatively on our property value any further. Also, further information from property owner has been provided that it is not in fact a deer processing plant. They are wonderful people and this would not bring loads of additional traffic or would not bring lots of commercial type customers in the neighborhood. I am in support of them pursuing this zoning change now that further information has been provided. I have requested information from the revenue appraisal department for future though. That has not been provided yet.

Thank you,

Erica Ross-Snyder

On Tue, Jan 5, 2021, 2:13 PM Erica Snyder <ericasnyder0319@gmail.com> wrote:
To whom it may concern:

I emailed earlier regarding the zoning for 2nd St. And Boykin in Lillian to commercial for a deer processing plant. I failed to mention that my children and other children in the neighborhood play here every single day. This would bring in commercial traffic into a residential neighborhood. We pay a lot of money to live by the bay and it would be awful to have that wasted by a deer processing plant. I have already attended meetings for the County about things of this nature. Please don't allow this to happen. There are prime commercial locations not within a neighborhood that they can have a business.

Thank you again,

Erica Ross- Snyder
256-453-7300

On Tue, Jan 5, 2021, 1:41 PM Erica Snyder <ericasnyder0319@gmail.com> wrote:
To whom it may concern:

It has just been brought to our area's attention that they're trying to rezone the brick house with the blue door, corner of 2nd at Boykin. They want to make it commercial so they can start a deer processing plant. I live on 2nd Street and am not happy about this. I would recommend denying rezoning this to commercial as this is a residential neighborhood and would lower our property value. We are already fighting too much criminal activities and this would bring in more riffraff.

Pamphlets were sent with the wrong date apparently.

Our neighborhood crime group would be happy to attend the zoning meeting. Please provide details

Please feel free to reach out to me at 256-453-7300.

Thank you,

Erica Snyder

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Robin Benson, Accounting
Date: 2/5/2021
Re: Z-21003, Garlock Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 2/17/2021

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-21003, Garlock Property

The Planning and Zoning Commission meeting was held **Thursday January 7, 2021**.

The County Commission public hearing is scheduled for **Wednesday February 17, 2021**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

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

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

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. 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:

01/20/2021, 01/27/2021, 02/03/2021

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 02/03/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 320140

Z-21003 Garlock Property

Amount of Ad: \$347.82

Legal File# Z-21003 Garlock

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
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-21003
Garlock Property
Planning District 22

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Joshua D Garlock, owner of property located at 34933 Boykin Blvd in Planning District 22. The applicant is requesting approval to rezone .53± acres from RSF-2 Single Family District to RA - Rural Agricultural District. The Parcel Identification Number is 05-52-06-23-0-001-001.008.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Wednesday, February 17, 2021, beginning at 10:00 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

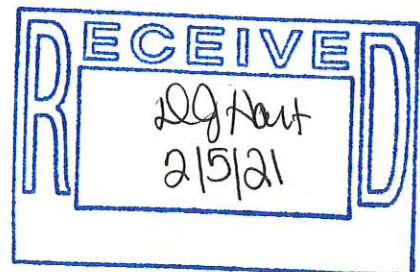
The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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 20-27; February 3, 2021



CHIEF

CONTINUED FROM 1

with six grandchildren, and he said spending time with family will be one of his top priorities in retirement.

"Spending time with family will always be very important to me," he said. "We've always been very close."

Born in Pensacola, the youngest of four siblings, Bishop, now 57, moved at a young age with his parents, brother Watson Bishop, and sisters, Alice Hilton and Katherine Gossett, to Perdido where his father owned a tractor repair business.

He graduated from Baldwin County High School in 1981 and worked for several years in the construction business before he got an opportunity through the Baldwin County Sheriff's Department to attend the Southwest Alabama Police Academy (now known as the APOSTC Law Enforcement Academy) in Stapleton, graduating in 1989.

"We always had horses. I grew up around horses and my father was a member of the Baldwin County Sheriff's Posse," Bishop said. "When I got older I joined the Sheriff's



SUBMITTED PHOTO

Lt. Rex Bishop

Posse and they gave me the opportunity to attend the academy."

Through the Sheriff's Department, Bishop did security work at the old L.A. Raceway, which was located on County Road 56 where he got to know officers with the Loxley Police Department.

On Feb. 1, 1992, he joined the department under Chief Condie Langham and later served under Chief Ed Vaughn. In May of 1999, he came to work for Chief Alan Lassiter as a patrol officer with the Robertsdale Police Department.

He was later promoted to corporal in the patrol division, then switched to investigations when he was promoted to sergeant

in 2003 and finally was promoted to lieutenant under Chief Brad Kendrick.

"I consider the success I've had as being tied to people who work under me and Rex is one of the main people who have helped me in my success," Kendrick said. "When he came to work for the department here, we had already worked together on patrol cases and I consider Rex's style to be the same as mine, you treat people the way you want to be treated and the rest will take care of itself."

Kendrick said he thought of Bishop as an old school police officer who, at the same time, always thought outside the box and was always able to adapt to change.

"Law enforcement is always changing, and you have to be able to change with it," Kendrick said. "I've always thought of Rex as someone who was able to do that."

In 2011, while continuing to serve with the Robertsdale Police Department, Bishop became a member of the Baldwin County Major Crimes Unit, working to solve cases countywide. He would rise through the ranks to become deputy commander of the organization before resigning his position when he decided to retire last year.

"I've been involved with a number of high-profile cases through that organization and it was a very rewarding experience," he said.

Among the cases he worked involved a teacher at Central Baldwin Middle School who was convicted of sexual abuse involving four former students. Another case involved the owner of a local radio station charged with sexual abuse involving a young family member.

Bishop also received certification as a traffic homicide investigator and has worked several cases in that area, he said. He also served as administrator over technology for the de-

partment.

"I've always liked working with technology," he said, "and have always worked to make sure this department has the best technology available to us."

In 2017, he attended the National Academy in Quantico, Virginia, a 10-week course through the Federal Bureau of Investigations where he received leadership and physical training, culminating in the completion of a six-mile run where each participant receives a yellow brick, which Bishop has proudly displayed in his office, along with other memorabilia from the experience.

"It was an awesome experience," he said. "It was a unique opportunity to work and share ideas with members of law enforcement from around the world."

While his last day of work will be Friday, Jan. 29, his last official day as a city employee will be Monday, Feb. 1, exactly 39 years from his first day on the job in Loxley.

While he says he will enjoy his retirement and plans to travel and spend time with family among other things, he will miss the work, primarily the people.

"I think I will miss it," he said. "I will defi-

nately miss the people. I have worked with some of the best people around and we have some of the best people in law enforcement in this county. I will definitely miss working with them."

Kendrick said with Bishop's retirement, Robertsdale will have four slots to fill within the department. Cpt. Ted Stone will be promoted to lieutenant to fill the chief investigator's position, Kendrick said. There is also a corporal's position in the patrol division that will be filled from within, then two new officers will be hired from outside the department.

"I was really hoping that Rex would stay on and we could retire together," Kendrick said. "I wish I could take his knowledge and expertise and bottle it for all of my other officers, but I know that if I need to call him about something, he will continue to give me his honest opinion and we will move on and continue to do the best we can to serve the citizens of Robertsdale."

While concerns over the coronavirus will limit what they can do, the city will host a small ceremony to honor Bishop on his retirement.

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
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-21007 E & T Enterprises Property Planning District 21

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Sawgrass Consulting on behalf of E & T Enterprises, owner of property located at 17324 County Road 12 S in Planning District 21. The applicant is requesting approval to rezone 76± acres from RA - Rural Agricultural District to RSF-2 Single Family District. The Parcel Identification Number is 05-60-06-13-0-000-003.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Wednesday, February 17, 2021**, beginning at 10:00 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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.

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
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-21003 Garlock Property Planning District 22

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Joshua D Garlock, owner of property located at 34933 Boykin Blvd in Planning District 22. The applicant is requesting approval to rezone .53± acres from RSF-2 Single Family District to RA - Rural Agricultural District. The Parcel Identification Number is 05-52-06-23-0-001-001.008.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Wednesday, February 17, 2021**, beginning at 10:00 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

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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):

January 27, 2021

Account # 987101 PO # _____

Cost \$ 378.00 Ad # 272099 - Z - 21003

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

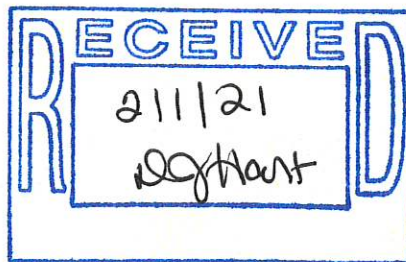
This 28th day of January, 2021
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Robin Benson, Accounting
Date: 2/5/2021
Re: Z-21003, Garlock Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 1/7/2021

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-21003, Garlock Property

The Planning and Zoning Commission meeting was held **Thursday January 7, 2021**.

The County Commission public hearing is scheduled for **Wednesday February 17, 2021**.

Please let me know if you have any questions.

Thank You,

DJ Hart



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:

12/23/2020

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 12/23/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 319344

Z-21003 Garlock Property

Amount of Ad: \$119.00

Legal File# Z-21003 Garlock

BALDWIN COUNTY
PLANNING & ZONING
COMMISSION
BALDWIN COUNTY
PLANNING & ZONING
DEPARTMENT

Robertsdale Office
22251 Palmer Street
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-21003
Garlock Property
Planning District 22

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Joshua D Garlock, owner of property located at 34933 Boykin Blvd in Planning District 22. The applicant is requesting approval to rezone .53± acres from RSF-2 Single Family District to RA - Rural Agricultural District. The Parcel Identification Number is 05-52-06-23-0-001-001.008.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, January 7, 2021, beginning at 4:00 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. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
December 23, 2020



February, 2021

BALDWIN COUNTY ALABAMA COMMISSIONERS
BALDWIN COUNTY COURTHOUSE
BAY MINETTE, ALABAMA 36507

Dear Commissioners:

RE: CASE Z-21003

Rezoning of Single Family Residential Property to Rural Agricultural
Lillian Beach Subdivision

This correspondence is in reference to CASE Z-21003, referred to as Garlock Property. Mr. Garlock's property is residential, located at 34933 Boykin Blvd., Lillian, AL 36549. Mr. Garlock is requesting to rezone .53 +/- acres to (RA) Rural Agricultural, in order to legally open a small deer processing business.

The meeting was held by the Baldwin County Planning and Zoning Commission January 7, 2021 at 4PM in Robertsedale, Alabama at the Baldwin County Central Annex Main Auditorium. At this meeting Lillian Residents were represented Pro and Con. Several residents who are opposed did not attend the meeting due to Covid-19, however, I personally know several that are opposed to this request to rezone his land and process deer meat.

Mr. Josh Garlock spoke at the meeting. Legally, after his "Question and Answer Session" it should have never been approved to even present to the Commissioners. Mr. Garlock admitted in a Public Forum that he discarded the remains of the deer meat in the residential garbage can provided by Baldwin Solid Waste Garbage can that is picked up weekly (Tuesday on our schedule). This is illegal.

Baldwin County Solid Waste was notified (251) 937-0249. Ed Fox is the Deputy Solid Waste Director. Remains of deer disposal MUST have a commercial dumpster or personally take remains to the Baldwin County Dump for disposal. NOT disposed of in residential garbage.

We, as a residential community, are extremely opposed to this change. We do not want him having this business in our neighborhood. We are concerned about putrid odor not to mention if deer meat comes to his house that is diseased. As of January 1, 2021, Chronic Wasting Disease (CWD) has not entered Alabama but, it has been found within 25 miles of the Alabama State Line. CWD contaminates the environment making it impossible to remove from the area or ground. CWD is threatening the deer population of Alabama. It is a contagious brain disease and can potentially infect humans. The CWD is spread by malformed proteins called Prions. A deer that appears healthy even if they have CWD. It might take months to two (2) years before an infected deer begins to act or appear sick.

Referencing the guidelines posted on Outdoor Alabama, currently states it is illegal to transport that Cervidae (all deer family) to the State of Alabama. Including all states, territories, possessions of the United States and all foreign countries. This includes any part of the Cervidae brought from Florida that Mr. Garlock stated that he primarily hunts and brings back to his residence in Lillian, AL.

Commissioners, some will support Mr. Garlock if he would do the deer meat processing in a business location more suitable than our neighborhood.

We respectfully, ask each of you to vote NO IN THIS REZONING REQUEST.

We know you have received several emails regarding you as Commissioners not to allow this rezoning /business.

Please find attached a Petition Against the Rezoning of this Endeavor.

PLEASE VOTE NO!

Respectfully submitted,

Lillian Beach Subdivision
The Citizens of Lillian Community

PETITION TO STOP DEER PROCESSING LOCATION IN RESIDENTIAL NEIGHBORHOOD
 LOCATED AT 34933 Boykin Blvd., Josh Garlock Petitioner for Rezoning fro
 m (Residential Single Family) - .53+/- acres RSF-1 and RSF-2 to RA (RURAL AGRICULTURAL)

DATE	NAME	ADDRESS	EMAIL/PHONE NUMBER	COMMENTS
1/6/21	Gayle Beech	13012 3rd Street	334-301-8727	
1/8/21	CINDY ESKRIDGE	34753 E BARCLAY	cindy.eskridge@gmail.com	
1/8/21	Linda Beech	12162 CR99	713-628-1485	
1/8/21	RAY BEECH	12162 C.R.99	770-354-7718	
1/8/21	Barbara Lightsey	34724 E Barclay	251-213-0899	
1/8/21	Wendy Green	17982 Sixth St	251-597-9973	
1/9/21	Melinda EARLY	13053 6th St, Lillian	334-430-5851	
1/10/21	CONNIE AVERY	36060 Boykin Blvd	334-352-1017	
1/10/21	LEANE AVERY	36060 Boykin Blvd	334-352-5156	
1/11/21	MARY Jo Conterey	35614 BOYKIN BLVD	251/648-1802	
1/11/21	LARRY CONTEREY	35614 Boykin Blvd	251/648-1283	
1/11/21	Manuel Souto	134788 Barclay	251/377-5449	
1/11/21	JOANNE DEFRANCO	12933 4th St	joannefranco43@gmail.com	
1/11/21	MARIO DEFRANCO	" "	" "	
1/11/21	Brad Edwards	34700 McDonald	bradedwards290@gmail.com	
1-11-21	Dino Waga	35788 BOYKIN BLVD	251-962-2155	
1-11-21	Bobby Waga	35788 BOYKIN BLVD	251-962-2155	
1-11-21	CARL MAGNUSON	35812 BOYKIN BLVD	678-234-0279	
1-11-21	Gugie Magnuson	35812 BOYKIN BLVD	678-234-1712	
1-11-21	John Waga	35800 Boykin Blvd	251-962-2697	
1-11-21	Michelle ALBON	36568 Boykin Blvd	251-654-6709	
1-12-21	Paul Burch	36568 Boykin Blvd	251-463-3676	
1-11-20	DAVID LUY	35194 Boykin Blvd	251-962-3011	
1-11-20	John Waga	35194 Boykin	251-979-4668	
1-11-20	Keeli Miron	13080 3rd Street	248 892-4687	
1-11-20	Tim Miron	" "	251 979 5301	
1-11-20	Louise Munson	13078 3rd St	251-979-0094	
1-11-21	TERRA MUNSON	13078 3rd St	251-979-0094	
1-12-21	Kathleen Mabeo	13197 6th St	251-424-7151	
1-12-21	Wesley	13197 6th St	251-424-215-3940	
1-12-21	Bethel Korteell	34746 Barclay Ave	253-455-8830	
1-12-21	Erica	13263 6th St	850-292-1109	
1-12-21	Cinda Lewis	13063 " "	850-292-0211	
1-12-21	Ramona Fourn	12924 4th St	55-224-8932	
1-13-21	DAVID LUY	35194 Boykin Blvd	251-962-3011	
1-13-21	GIL NELSON	13032 3RD ST	850 512 4850	
1-13-21	SHARON NELSON	13032 3RD ST	850 512 4849	
1-13-21	Lena Detrich	34806 Barclay Ave	905-604-905-5741	
1-13-21	Rae Koon	12924 4th St	251-962-1308	
1-13-21	ROBERT DETRICH	34806 BARCLAY AVE	504-905-6876	
1-14-21	SHAWN R. GARTH	34842 KEE AVE	850-292-1826	
1-14-21	Thurston Garlock	34842 KEE AVE	850-292-1826	
1/14/21	Meriam Weiss	6557 JACKSON'S PARK	meriamweiss10@gmail.com (251) 626-8788	
1-15-21	Curtis Cartoell	35460 BOYKIN BLVD	205 790 7464	
1-15-21	Lana Cartoell	35460 BOYKIN BLVD	251.531.2335	
1-15-21	MISSY DIBBOW	354410 Boykin Blvd	513 237-7450	
1-15-21	Chris Crawford	354410 Boykin Blvd	853 991-7357	

PETITION TO STOP DEER PROCESSING LOCATION IN RESIDENTIAL NEIGHBORHOOD
LOCATED AT 34933 Boykin Blvd., Josh Garlock Petitioner for Rezoning from
(Residential Single Family) - .53+/- acres RSF-1 and RSF-2 to RA (RURAL AGRICULTURAL)

[illegible]



Baldwin County Commission

Agenda Action Form

File #: 21-0506, **Version:** 1

Item #: DR2

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Linda Lee, Planner

Submitted by: Linda Lee, Planner

ITEM TITLE

*Case No. Z-21006 - Middleton Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2021-045, which approves Case Z-21006, Middleton Property, as it pertains to the rezoning of 2.11 acres, more or less, as located in Planning (Zoning) District 12, from RSF-E, Single-Family Estate District to B-4, Major Commercial District

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject request involves one parcel which consists of approximately 2.11 acres. The current zoning is RSF-E, Single-Family Estate District and the requested zoning is B-4, Major Commercial District for the purpose of allowing for storage units similar to their neighbors. The minimum lot area for a storage facility is 3 acres. The applicant has stated that the intent is to combine this parcel with the adjacent B-4 property and access via the currently approved turnouts.

The Planning Commission considered this request at its January 7, 2021 meeting and voted unanimously 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

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration

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

Send Notice of Action to the Following:

Mr. Thomas Granger
30673 Sgt. E.I. Boots Thomas Drive
Spanish Fort, Alabama 36527

Mr. Daniel Middleton
22463 State Highway 59 S
Robertsdale, Alabama 36567

Additional instructions/notes: Planning and Zoning Department - Amend Zoning Map



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-21006

Middleton Property

Rezone RSF-E, Single Family Estate District to B-4, Major Commercial District

February 17, 2021

Subject Property Information

Planning District: 12
General Location: East side of Rawls Road and North of Devine Road
Physical Address: 25120 Rawls Road
Parcel Number: 05-42-06-24-0-000-010.000
Existing Zoning: RSF-E, Single Family Estate District
Proposed Zoning: B-4, Major Commercial District
Existing Land Use: Single Family Residence
Proposed Land Use: Storage Units
Acreage: 2.11± acres
Applicant: Thomas Granger
30673 Sgt. E. I. Boots Thomas Drive
Spanish Fort, AL 36527
Owner: Daniel Middleton
22463 State Highway 59 S
Robertsdale, AL 36567
Lead Staff: Linda Lee, Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Vacant	B-3, General Business District
South	Vacant	B-4, Major Commercial District
East	Commercial	B-4, Major Commercial District
West	Residential and Agricultural	RSF-3, Single Family District

Summary

The subject property is currently zoned RSF-E, Single Family Estate District, and occupied with a dwelling. The property adjoins Rawls Road to the west. The adjoining properties are zoned residential and commercial. The requested zoning designation is B-4, Major Commercial District. According to the submitted information, the purpose of this request is to allow for storage units similar to their neighbors. A Land Use Certificate for an enclosed boat/RV storage and mini-warehouse storage facility on the adjacent property to the east was approved in September 2020.

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
Maximum Height in Habitable Stories	2 1/2
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 5.4 B-4, Major Commercial District

5.4.1 *Purpose and intent.* The B-4, Major Commercial District, is intended for business uses which require a location with **access to an arterial or major collector road** (as defined by the Functional Classification System attached as Appendix) or which have close proximity to major intersections. Due to the nature of the businesses permitted within the B-4 district, this zoning designation should be limited to property fronting on principal arterials, major arterials or minor arterials. Ingress and egress to a roadway should promote safe and smooth traffic flow for the general traveling public. It is also the intent of this district to provide areas for businesses which, because of their intensity, outside storage areas, or large volumes of traffic, would have significant negative impacts on adjoining properties. These uses often have an actual or potential negative impact on surrounding properties due to late hours of operation, noise, and or light.

5.4.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the B-4, Major Commercial District:

- | | |
|--|--|
| (a) All uses permitted by right under the B-3 zoning designation | (l) Flea market |
| (b) Amusement park | (m) Home improvement center |
| (c) Auto convenience market | (n) Hotel or motel |
| (d) Automobile parts sales | (o) Manufactured housing sales, service and repair |
| (e) Automobile repair (mechanical and body) | (p) Marina |
| (f) Automobile sales | (q) Motorcycle sales service and repair |
| (g) Automobile service station | (r) Movie theatre |
| (h) Automobile storage (parking lot, parking garage) | (s) Recreational vehicle park |
| (i) Boat sales and service | (t) Recreational vehicle sales, service and repair |
| (j) Building materials | (u) Restaurant, drive-in |
| (k) Farm implements | (v) Restaurant, fast food |

5.4.3 *Conditional uses.* The following uses are permissible as conditional uses in the B-4, Major Commercial District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*:

- | | |
|--|---------------------------------------|
| (a) Airport | (i) Convalescent or nursing home |
| (b) Ambulance/EMS service | (j) Correctional or penal institution |
| (c) Armory | (k) Dog pound |
| (d) Auditorium, stadium, coliseum | (l) Electric power substations |
| (e) Barge docking | (m) Freight depot, rail or truck |
| (f) Broadcasting station | (n) Hospital |
| (g) Bus and railroad terminal facility | (o) Landfill |
| (h) College or university | |

- (p) Maintenance facility/storage yard for schools, government agencies, and telephone and cable companies
- (q) Race track
- (r) Radio and television station and transmitting tower
- (s) Railroad facility
- (t) Sewage treatment plant

- (u) Taxi dispatching station
- (v) Taxi terminal
- (w) Telephone exchange
- (x) Water or sewage pumping station
- (y) Water storage tank
- (z) Wireless telecommunication facility
- (aa) Zoo

5.4.4 *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

5.4.5 *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.

5.4.6 *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.

5.4.7 *Landscaping and buffering.* All B-4, Major Commercial District, uses shall meet the requirements of *Article 17, Landscaping and Buffers.*

Boundary Map Submitted by Applicant



Agency Comments

Baldwin County Highway Department:

From: Mary Booth <MBOOTH@baldwincountyal.gov>

Sent: Thursday, December 17, 2020 1:53 PM

To: D Hart <DHart@baldwincountyal.gov>

Subject: RE: Z-21006

I have no comments for Z-21006

Army Corps of Engineers: No comments received.

ADEM: No comments received.

Baldwin County Subdivision Department:

From: Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>

Date: December 23, 2020 at 9:39:17 AM CST

To: D Hart <DHart@baldwincountyal.gov>

Subject: RE: Z-21006

Z-21006(Middleton):

Permit for Rawls Rd access should be a Commercial Access permitted through the Permits section for the proposed usage.

Thanks,
Weesie

Municipality: No comments received

Alabama Department of Transportation: No comments received

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently zoned RSF-E, Single Family Estate District and is occupied with a dwelling and accessory structure. The requested zoning designation is B-4, Major Commercial District. The adjacent properties are zoned RSF-3, B-3 and B-4. The property adjoins Rawls Road to the west. The adjoining properties are residential, vacant, and commercial. The requested change is compatible with the existing adjacent zonings.

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?

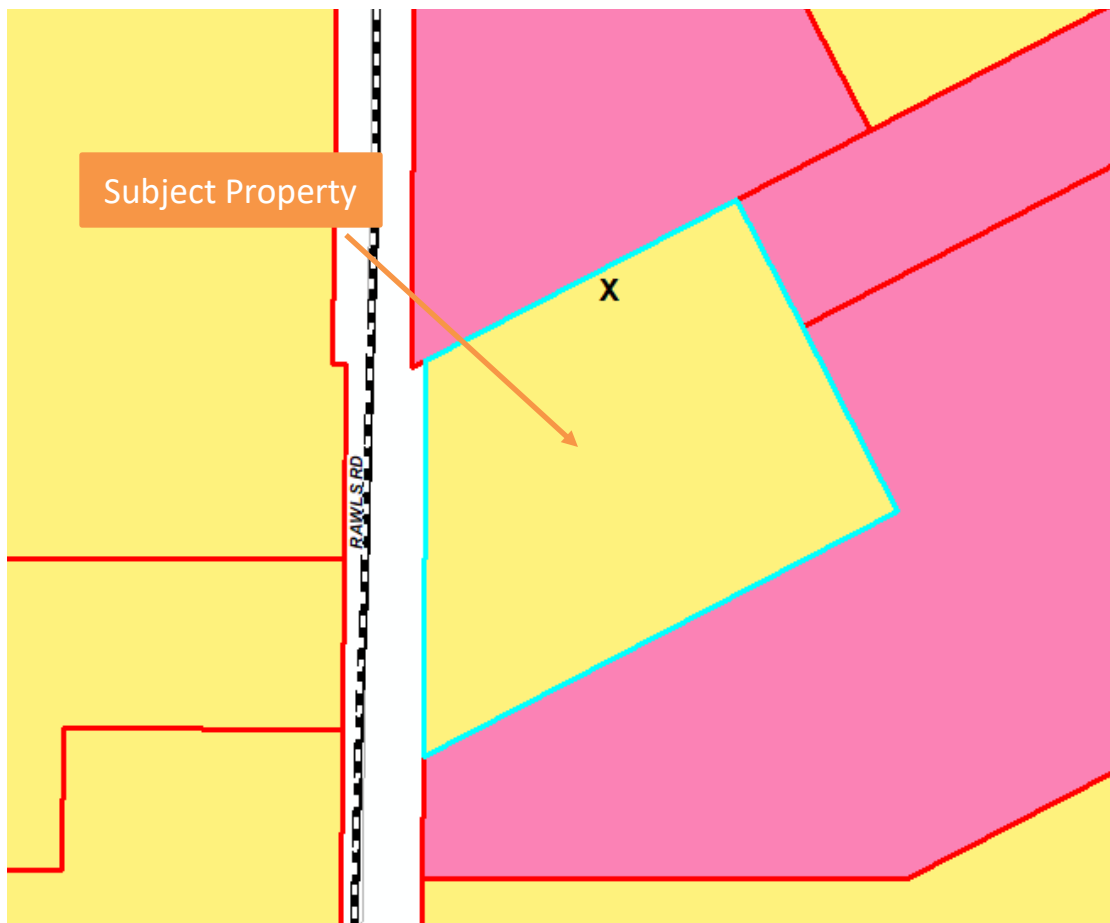
Planning District 12 was zoned in November 2006. The adjacent parcels to the east and south were rezoned from RSF-E to B-4 in 2019. The adjacent property to the north was rezoned from RSF-3 to B-3 in 2010.

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.

The Baldwin County Master Plan, 2013, provides a future land use designation of Residential for the subject property. The residential 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, RMH and PRD.

Approval of the rezoning will result in an amendment of the Future Land Use Map to commercial. This category is provided for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be included. Commercial uses should be located on major streets so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, MR and TR. The adjacent future land use designations to the north, south and east are commercial.



4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any planned public improvements.

5.) Will the proposed change adversely affect traffic patterns or congestion?

Rawls Road is a 20-foot-wide, paved (10-foot lanes), County Maintained Road lying in a 60-foot ROW. Rawls Road is not classified by ALDOT and is by default a Local Road with a 40-foot Highway Construction Setback. Access to this site would require approval from the Baldwin County Highway Department. A business of this type is intended to serve a local area and generally does not draw a significant amount of traffic. As a result, traffic impact should be minimal.

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 proposed rezoning is consistent with the recent rezoning of the parcels to the east and south in 2019 to B-4.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

The proposed amendment is the logical expansion of adjacent zoning districts as the adjacent parcels were recently rezoned to B-4.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing 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?

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts.

11.) Other matters which may be appropriate.

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned RSF-E, Single Family Estate District, and occupied with a dwelling. The property adjoins Rawls Road to the west. The adjoining properties are zoned residential and commercial. The requested zoning designation is B-4, Major Commercial District. According to the submitted information, the purpose of this request is to allow for storage units similar to their neighbors.

The Baldwin County Planning Commission considered this request at its January 7, 2021 meeting and voted to recommend APPROVAL to the County Commission. Staff concurs with that recommendation.

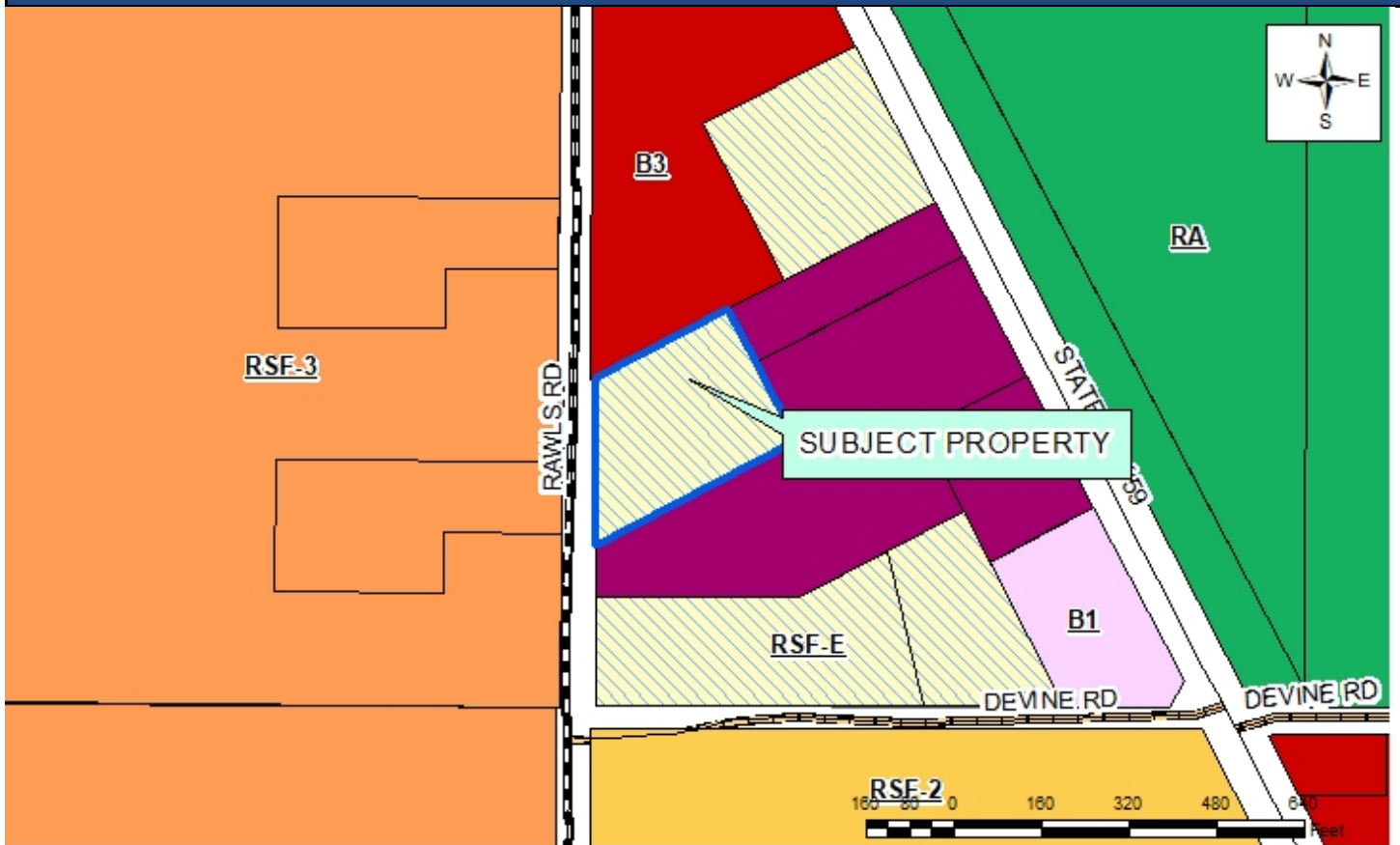
**On rezoning applications, the County Commission will have the final decision.*

Property Images





Locator Map



Site Map



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION #2021-045

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-21006, Middleton Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Thomas Granger, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 12, for property identified herein and described as follows:

304.1' X 408'(S) IRR FM SW COR OF SEC 24 RUN N 309.2'TO THE POB, TH N
304.1', TH NE 308', TH SE 270', TH SW 445'(S) TO S EC LINE TO POB LESS RD
R/W IN SW1/4 OF SW1/4 SEC 24-T5S-R3E (WD)

Otherwise known as tax parcel numbers, **05-42-06-24-0-000-010.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-E, Single Family Estate District, to B-4, Major Commercial District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on January 7, 2021, and voted to recommend approval of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on February 17, 2021; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 12 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-21006, Middleton Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 12 from RSF-E, Single Family Estate District, to B-4, Major Commercial District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 12 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 17th day of February 2021.

Honorable Joe Davis, III, Chairman

ATTEST

Wayne Dyess, County Administrator

subject property is located at 34933 Boykin Boulevard in Planning District 22.

Mrs. Boykin read the requirements for a Home Occupation. Mrs. Boykin reported recommendation of approval by staff and answered questions.

Applicant Joshua Garlock addressed the Commission and answered questions. Jana Alarid and Jerry Kee spoke in favor of the request. Eddie Goodwill signed up in favor but did not speak.

Dr. Susan Wells, Larry Conley, and Mary Joe Conley spoke in opposition of the request.

Daniel Nance made a motion to recommend approval. Bonnie Lowery seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-21003 Garlock Property rezoning request from RSF-1 and RSF-2 to RA carries on a vote of 6-0.**

e.) CASE Z-21006 MIDDLETON PROPERTY

Linda Lee presented the request to rezone approximately 2.11 acres from RSF-E to B-4 to allow a storage facility on the property. The subject property is located at 25120 Rawls Road in Planning District 12.

Mrs. Lee reported a telephone call from adjacent property owner Charles Fincher in opposition. Mrs. Lee also reported recommendation of approval by staff and answered questions. Tom Granger was present to represent the applicant and answer questions. There was no one present to speak in opposition of the request.

Jason Padgett made a motion to recommend approval. Daniel Nance seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-21006 Middleton Property rezoning request from RSF-E to B-4 carries on a vote of 6-0.**

f.) CASE Z-21007 E & T ENTERPRISES PROPERTY

Linda Lee presented the request to rezone approximately 75.93 acres from RA to RSF-2 to allow single family development on the property. The subject property is located on the southeast corner of County Road 12 South and Nall Road in Planning District 21. Mrs. Lee reported recommendation of approval by staff.

Ercil Godwin with Sawgrass Consultant was present to represent the applicant. Niel Trimble and David Walters spoke in opposition of the request. Gregory Kaiser signed up in opposition but did not speak.

Jason Padgett made a motion to recommend approval. Robert Davis seconded the motion. Kevin Murphy voted nay all other members voted aye. **Motion to recommend approval for Case Z-21007 E & T Enterprises Property rezoning request from RA to RSF-2 carries on a vote of 5-1.**

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-21006

Middleton Property

Rezone RSF-E to B-4

1/7/2021

Motion: TO RECOMMEND APPROVAL

Made by: JASON PADGETT

Motion Seconded by: DANIEL NANCE

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	X	
Brandon Bias	A	A
Robert Davis	X	
Plumer Tonsmeire	A	A
Jason Padgett	X	
Steven Pumphrey	X	

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 6-0

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Robin Benson, Accounting
Date: 2/5/2021
Re: Z-21006, Middleton Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 2/17/2021

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-21006, Middleton Property

The Planning and Zoning Commission meeting was held **Thursday January 7, 2021**.

The County Commission public hearing is scheduled for **Wednesday February 17, 2021**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

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

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:

01/20/2021, 01/27/2021, 02/03/2021

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 02/03/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 320141

Z-21006 Middleton Property

Amount of Ad: \$351.90

Legal File# Z-21006 Middlet

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

Robertsdale Office
22251 Palmer Street
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-21006 Middleton Property Planning District 12

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Thomas Granger on behalf of Daniel Middleton, owner of property located on Rawls Rd in Planning District 12. The applicant is requesting approval to rezone 2.1± acres from RSF-E - Estate Res District to B-4 - Major Commercial District. The Parcel Identification Number is 05-42-06-24-0-000-010.000.

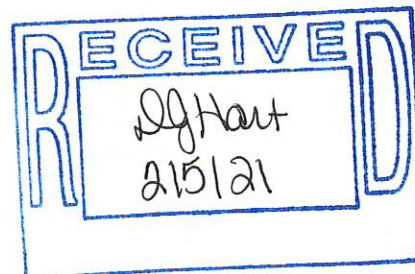
The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Wednesday, February 17, 2021, beginning at 10:00 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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 20-27; February 3, 2021





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):

January 27, 2021

Account # 987101 PO # _____

Cost \$ 318.00 Ad # 272100 - Z - 21006

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 28th day of January, 2021

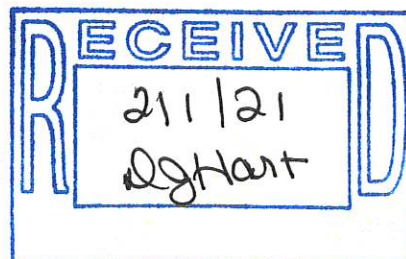
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



Magnolia Springs VFD awarded AFG grant

Submitted

An AFG grant was awarded to the Magnolia Springs Volunteer Fire Department to purchase new vehicle extrication equipment. The extrication equipment is used by first responders to rescue victims trapped inside wrecked vehicles. The \$49,000 grant allowed the department to purchase a complete set of cutters and spreaders with a telescoping ram, and hoses powered by a gas-powered portable pump. The grant also included four stabiliza-

tion struts, complete set of high-pressure lifting bags, cribbing and a battery-powered combination (cutter/spreader) tool.

The extrication tools and equipment are used to decrease the time it takes to rescue a person trapped in a vehicle. This newer equipment is lighter and easier to use, gaining firefighters quicker access to victims trapped in vehicles following an accident, which ultimately increases their chances of survival. In many cases, even minutes without

treatment can be a matter of life and death. Delays in extrication can negatively impact the "golden hour," or a critical period in which a trauma patient must receive care immediately. Anything that can be done to reduce this time period aids in patient survival and recovery.

The grant is funded through FEMA's Assistance to Firefighters Grant (AFG). The primary goal of the AFG is to meet the firefighting and emergency response needs of fire departments and non-affiliated

emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles, training and other resources necessary for protecting the public and emergency personnel from fire and related hazards. Eligible applicants include local fire departments, fire districts, non-affiliated EMS organizations, tribal fire departments and State Fire Training Academies. The grant applica-



PHOTO BY RON FREHM

tions are submitted from each agency directly to FEMA, where the applications are reviewed and scored by fire service personnel from throughout the nation. FEMA gives funding for this project directly to

the recipient agencies. It is the recipient agency's responsibility to manage their grant award within federal guidelines with technical assistance and monitoring provided by FEMA Fire Program Specialists.

Silverhill Veterans Organization gives out food to needy families over holidays

SILVERHILL — The Silverhill Veterans Organization gave out food baskets to the needy

families in the Silverhill area, one at Thanksgiving and two at Christmas.

"Our goal is to make someone's holidays a little brighter," said SVO President Frankie Kucera. "Our plan is to make this an annual event."

The Silverhill Veterans Organization continues to raise funds for additions to the Silverhill Veterans Memorial and provide support for the Silverhill community.

Dedicated in March of 2017 at Paul Anderson Park, across from Town

Hall at the corner of Alabama 104 and County Road 55 in Silverhill, the towering structure made of polished black granite with etched artwork on both sides was designed by Paul Morris of PM Printing in Summerdale, along with metal "stationary flags" depicting all branches of the military.

The flagpoles were donated by Woodman Life Insurance Co. The concrete work was donated by a veteran, Chris Traugher, and the landscaping and finishing work was done by town employees.

Three 4-foot by 8-foot stones with the names



FILE PHOTO

The Silverhill Veterans Organization continues to raise funds for additions to the Silverhill Veterans Memorial located in Paul Anderson Park and provides service to the community.

of more than 600 veterans from Silverhill and the surrounding areas were put in place in De-

cember of 2019 and dedicated in January 2020.

The memorial includes the first name, last name and middle initials of veterans from Silverhill and the surrounding areas, along with branch of service. Those killed in action are designated by a star next to their name, and designations have also been added for those Missing In Action (MIA) and Prisoner of War (POW), along with Purple Heart designations.

The organization plans to continue to raise funds for future expansion of the project.

If you would like to donate to the project you can mail your contribution to the Silverhill Veterans Memorial Organization Inc., P.O. Box 94, Silverhill, AL 36576.

MECK

- HOMEOWNER'S ASSOCIATIONS
- CONSTRUCTION CONTRACTS & DISPUTES
- LAND CONTRACTS & LEASES
- CORPORATIONS & LLCs
- WILLS & ESTATES

LAW

Fairhope Attorney
Bill Meck
251.990.4744

No representation is made that the quality of the legal services to be performed is greater than the quality of legal services performed by other lawyers.

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
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-21006
Middleton Property
Planning District 12

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Thomas Granger on behalf of Daniel Middleton, owner of property located on Rawls Rd in Planning District 12. The applicant is requesting approval to rezone 2.1± acres from RSF-E - Estate Res District to B-4 - Major Commercial District. The Parcel Identification Number is 05-42-06-24-0-000-010.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Wednesday, February 17, 2021**, beginning at 10:00 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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.

JOB ANNOUNCEMENT

The Town of Loxley is now accepting applications for the position of Municipal Court Magistrate. Qualified applicants must have a High School Diploma/GED/or equivalent with four years of administrative experience in a judicial or legal environment or a Bachelor's degree in Criminal Justice or related field if no previous experience exists, or any equivalent combination of education, experience and/or training which provides the requisite knowledge, skills, and abilities for the job. Certification as a Municipal Court Magistrate must be obtained within three years of employment. Applicants must possess and maintain a valid Alabama Driver's License and have the ability to read, write, and operate a computer. This job classification is considered to be safety-sensitive. The rate of pay is commensurate with qualifications.

Applications may be picked up at the Loxley Town Hall, Monday through Friday, 8:30 A.M. until 4:30 P.M., or downloaded at www.townlofloxley.org and returned no later than Monday, February 8, 2021.

THE TOWN OF LOXLEY IS AN EQUAL
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PARTICIPATES IN E-VERIFY

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Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Robin Benson, Accounting
Date: 2/5/2021
Re: Z-21006, Middleton Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 1/7/2021

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-21006, Middleton Property

The Planning and Zoning Commission meeting was held **Thursday January 7, 2021**.

The County Commission public hearing is scheduled for **Wednesday February 17, 2021**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

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

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

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

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

12/23/2020

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 12/23/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 319345

Z-21006 Middleton Property

Amount of Ad: \$120.36

Legal File# Z-21006 Middlet

BALDWIN COUNTY
PLANNING & ZONING
COMMISSION
BALDWIN COUNTY
PLANNING & ZONING
DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
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Foley Office
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NOTICE OF
PUBLIC HEARING
Case No. Z-21006
Middleton Property
Planning District 12

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Thomas Granger on behalf of Daniel Middleton, owner of property located on Rawls Rd in Planning District 12. The applicant is requesting approval to rezone 2.1± acres from RSF-E - Estate Res District to B-4 - Major Commercial District. The Parcel Identification Number is 05-42-06-24-0-000-010.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, January 7, 2021, beginning at 4:00 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. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
December 23, 2020



(251) 972-8555 office

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

From: Charlie Fincher <acdelco59@gmail.com>
Sent: Wednesday, February 17, 2021 8:01 AM
To: Billie Jo Underwood <BUnderwood@baldwincountyal.gov>
Subject: Case Z-21006

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

Mrs Underwood.

This is Charlie Fincher and Julie Fincher. We have lived on Rawls Road for 42 years and own 45 acres there. We are opposed to the Request to Rezone the property directly across from our driveway to major commercial. We have worked and gave up land to have Rawls paved years ago as to make it ideal for access and residential. The property in question is actually could be considered a wetlands area. The drainage actually comes down our side of the road with nothing more than a small culvert on the Middleton side of the road. By allowing the construction of storage units which could impact the value of our property greatly not also to enhance the water runoff which in case would cause flooding to our property. I was unable to attend first meeting but spoke with Mrs Linda Lee due to catching COVID She assured me she would voice our opposition to this. This road is used extensively for a cut through or bypass to Central Baldwin Middle School and to the new subdivision at Rawls and Thompson. Adding additional traffic would not only congest this road but also make it unsafe for the many walkers and children on this road. I understand growth but at sometime is it wise to take away land that makes Baldwin County a jewel of Alabama Julie my wife which as served as a teacher of Central Baldwin is planning to be at the meeting this morning. My work schedule has me locked down at the office. Please consider a second look at this proposal.

Thank you
Charles and Julie Fincher
25165 Rawls Road
Loxley AL 36551
251 605 6750

Sent from my iPhone



Baldwin County Commission

Agenda Action Form

File #: 21-0507, **Version:** 1

Item #: DR3

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Linda Lee, Planner

Submitted by: Linda Lee

ITEM TITLE

Case No. Z-21007 - E & T Enterprises Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2021-046, which approves Case Z-21007, E & T Enterprises Property, as it pertains to the rezoning of 75.93 acres, more or less, as located in Planning (Zoning) District 21, from RA, Rural Agricultural District to RSF-2, Single-Family District

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject request involves one parcel which consists of approximately 75.93 acres. The current zoning is RA, Rural Agricultural District and the requested zoning is RSF-2, Single-Family District, for the purpose of allowing for a single-family residential development. The proposed development is in the city of Foley's ETJ.

The Planning Commission considered this request at its January 7, 2021 meeting and voted five to one 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

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration

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

Send Notice of Action to the Following:

Sawgrass Consulting, LLC
30673 Sgt. E.I. Boots Thomas Drive
Spanish Fort, Alabama 36527

E & T Enterprises
11045 Old Highway 31
Spanish Fort, Alabama 36527

Additional instructions/notes: Planning and Zoning Department - Amend Zoning Map



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-21007

E & T Enterprises Property

Rezone RA, Rural Agricultural District to RSF-2, Single Family District

February 17, 2021

Subject Property Information

Planning District: 21
General Location: Southeast Corner of County Road 12 S and Nall Road
Physical Address: 17324 County Road 12 South
Parcel Number: 05-60-06-13-0-000-003.000
Existing Zoning: RA, Rural Agricultural District
Proposed Zoning: RSF-2, Single Family District
Existing Land Use: Residential and Agricultural
Proposed Land Use: Single Family Residential Development
Acreage: 75.93± acres
Applicant: Sawgrass Consulting, LLC
30673 Sgt. E.I. Boots Thomas Drive
Spanish Fort, AL 36527
Owner: E & T Enterprises
11045 Old Highway 31
Spanish Fort, AL 36527
Lead Staff: Linda Lee, Planner
Attachments: *Within Report*

Adjacent Land Use		Adjacent Zoning
North	Residential and Agricultural	RA, Rural Agricultural District
South	Residential and Agricultural	RA, Rural Agricultural District
East	Agricultural	Un-Zoned
West	Residential	RSF-2 Single Family District

Summary

The subject property is currently zoned RA, Rural Agricultural District, and is developed with a single-family dwelling and accessory structure on the northwest corner. The remainder of the property is undeveloped. The property adjoins County Road 12 S to the north and Nall Road to the west. The adjoining properties are agricultural and residential. The requested zoning designation is RSF-2, Single Family District. According to the submitted information, the purpose of this request is to allow for development of a single-family residential development.

Section 3.2 RA Rural Agricultural District

3.2.1 Generally. This zoning district provides for large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes.

3.2.2 Permitted uses. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Outdoor recreation uses.
- (d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.
- (e) The following local commercial uses: fruit and produce store.
- (f) The following institutional uses: church or similar religious facility; school (public or private).
- (g) Agricultural uses.
- (h) Single family dwellings including manufactured housing and mobile homes.
- (i) Accessory structures and uses.

3.2.3 Special exceptions. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following general commercial uses: recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).
- (b) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

3.2.4 Conditional uses. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Transportation, communication, and utility uses not permitted by right.
- (b) Institutional uses not permitted by right.

3.2.5 Area and dimensional ordinances. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet

Minimum Lot Area	3 Acres
Minimum Lot Width at Building Line	210-Feet
Minimum Lot Width at Street Line	210-Feet

3.2.6 *Area and dimensional modifications.* Within the RA district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Proposed Zoning Requirements

Section 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.3.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Agency Comments

Baldwin County Highway Department: No comments received.

From: Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>

Date: December 23, 2020 at 9:39:17 AM CST

To: D Hart <DHart@baldwincountyal.gov>

Subject: RE Z-21007

Z-21007(E&T Enterprises):

The proposed residential subdivision development will be subject to Baldwin County Subdivision Regulations, and requirements by the City of Foley since it is inside Foley's planning jurisdiction. CR 12 S is a major collector with 75ft highway construction setback, Nall Rd is a local classified road with 40ft highway construction setback, both from centerline of right-of-way. If 50 lots or over, the proposed will require a traffic impact study.

Thanks,
Weesie

Army Corps of Engineers: No comments received.

ADEM: No comments received.

Baldwin County Subdivision Department:

This is located inside Foley's ETJ and the City of Foley has primary review authority. The Owner/Developer/Applicant shall coordinate with the City of Foley Planning Commission for approval and compliance with their current regulations as well as Baldwin County.

The Owner/Developer/Applicant will need to submit a Development Permit application for preliminary plat approval and will need to meet current Baldwin County sub-regs. Below are the minimum lot size requirements. The subdivision will need a ROW access permit for CR12 and each lot shall front on and only have access from internal paved roads. County Road 12 is a minor collector and the HCS is 50' from centerline of ROW. The below setbacks should meet the HCS line. There are potential wetlands on the parcel and a wetland determination is required. There shall be a 30' from any wetlands. Fifty (50) lots or more will require a Traffic Impact Study. The Owner/Developer/Applicant shall provide stormwater calcs using the SCS method.

Minimum Standards for Subdivisions									
Lot Size*	Required Utilities	Roadway Type	Minimum Lot Width	Curb and Gutter	Side Walk***	Approval Body	Building Front Set Back****	Building Rear Set Back****	Building Side Set Back****
≥ 40,000 SF	overhead power	BCDS**	120 feet	no	no	Baldwin County Commission	30	30	10
20,000 SF to 40,000 SF	overhead power, either water or sewer	BCDS**	120 feet	no	no	Baldwin County Commission	30	30	10
20,000 SF to 40,000 SF	underground power, either water or sewer	BCDS**	80 feet	yes	no	Baldwin County Commission	30	30	10
7,500 SF to 20,000 SF	underground power, street lights, water and sewer	BCDS**	60 feet	yes	yes	Baldwin County Commission	30	30	10

*Maximum lot size shall be subject to Section S-4(a)

** Baldwin County Design Standards for New Road Construction

***Side Walk Options:

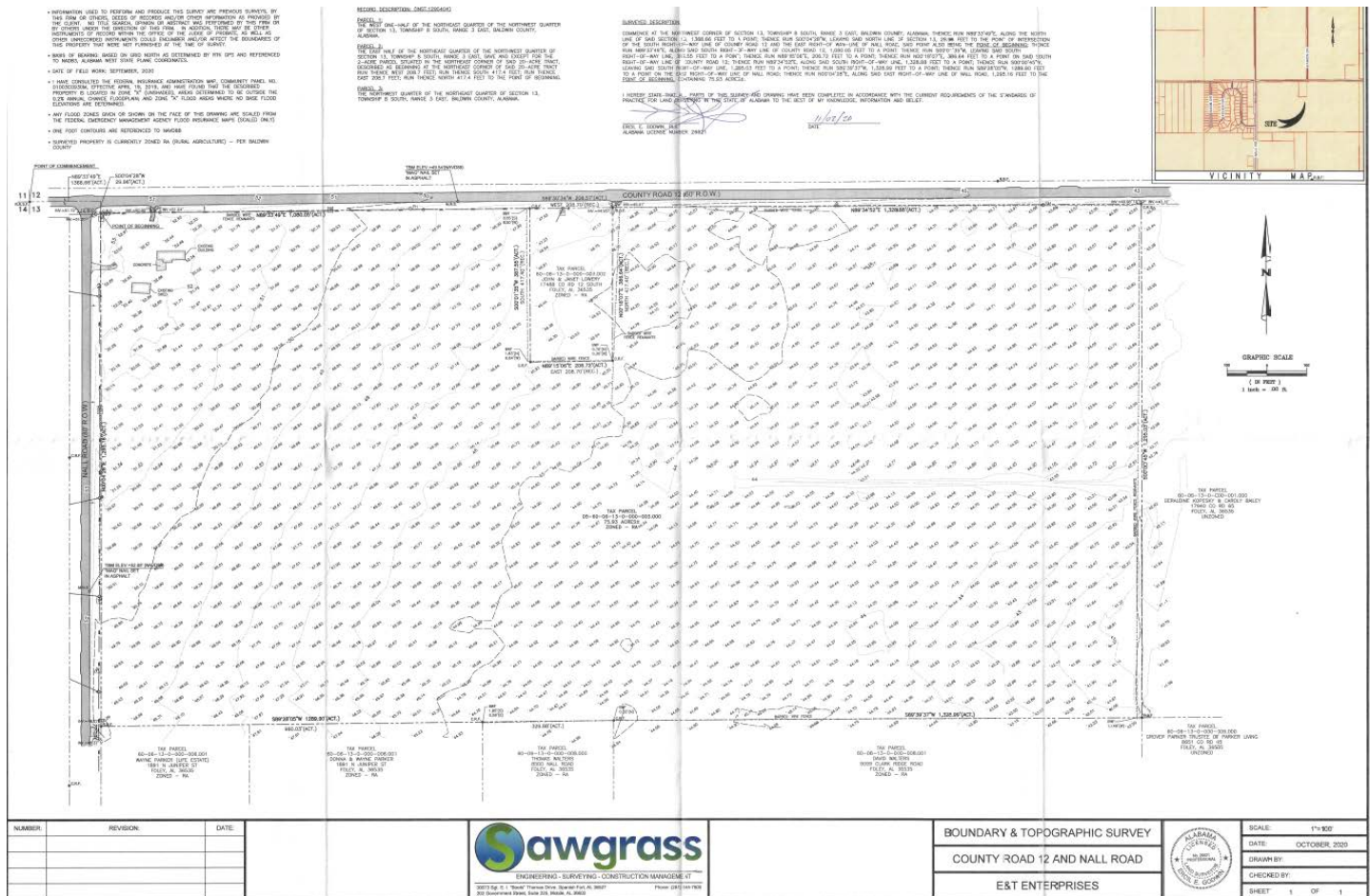
- 1) side walk on each side min. 5 feet wide
- 2) side walk on one side min. 8 feet
- 3) 8 feet road side side walk with striping

****In zoned areas of Baldwin County, the setbacks of the Baldwin County Zoning Ordinance shall apply. For non-residential subdivisions in unzoned areas see Section 5.4(g).

Municipality: No comments received

Alabama Department of Transportation: No comments received

Survey



Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently zoned RA, Rural Agricultural District, and is developed with a single-family dwelling and accessory structure. The adjacent properties are zoned RA and RSF-2. The adjacent uses are residential and agricultural. The subdivision to the west is zoned RSF-2. The requested change is compatible with the existing zoning of nearby properties.

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?

Planning District 21 was zoned in June 2009. The subject property was zoned RA, Rural Agricultural District at that time. The applicant is proposing to develop the land for a residential subdivision.

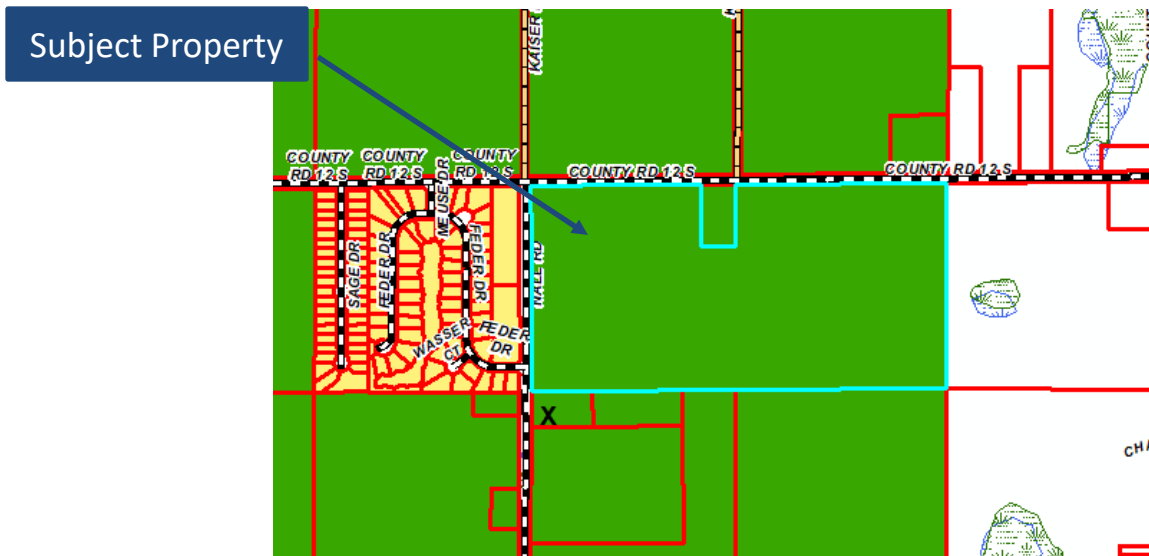
3.) Does the proposed zoning better conform to the Master Plan?

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 Agricultural has been provided for the subject property. Agriculture, forestry and similar activities are included with this future land use category. Single family dwellings, institutional uses, recreational uses, limited commercial uses which are intended to serve a rural area and transportation, communication and utility uses are also included subject to the requirements found within the Zoning Ordinance. This category is designed to protect the essential open character of rural areas until it is timely to reclassify the land to appropriate residential, commercial or industrial categories. Zoning designations may include RR, CR, RA and RSF-E.

Approval of the rezoning will result in an amendment of the Future Land Use Map to residential. Conformity with the Master Plan is based on an overall evaluation of the standards for rezoning. The residential 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, RMH and PRD.

The adjacent future land use designation to the west is Residential.



4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any planned public improvements.

5.) Will the proposed change adversely affect traffic patterns or congestion?

Per the Federal Highway Administration, the functional classification of County Road 12 S is minor collector. Collectors gather traffic from local roads and funnel them to the arterial network. Minor Collectors generally serve primarily intra-county travel and constitute those routes on which predominant travel distances are shorter than on arterial routes. Fifty (50) lots or more will require a Traffic Impact Study. Access to this site would require approval from the Baldwin County Highway Department.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

The proposal calls for the development of a single-family subdivision. If the rezoning is approved, approximately 220 lots could be constructed, subject to subdivision approval. Each lot would have a minimum of 15,000 square feet, with a minimum lot width of 80-feet at the building line.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

This area of Planning District 21 consists of residential and agricultural zoning districts. The adjacent property to the west (Wellborn Lake Estates) is zoned RSF-2. Additional property located further west is also zoned RSF-2 (Greystone Farms Subdivision).

8.) Is the timing of the request appropriate given the development trends in the area?

Staff believes that timing is appropriate given development trends in the area.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts. Access to this site would require approval from the Baldwin County Highway Department. Development of the property will require subdivision approval.

11.) Other matters which may be appropriate.

The Highway Construction Setback for County Road 12 S is 50 feet from the centerline of the right-of-way.

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned RA, Rural Agricultural District, and is developed with a single-family dwelling and accessory structure on the northwest corner. The remainder of the property is undeveloped. The property adjoins County Road 12 S to the north and Nall Road to the west. The adjoining properties are agricultural and residential. The requested zoning designation is RSF-2, Single Family District. According to the submitted information, the purpose of this request is to allow for development of a single-family residential development.

The Baldwin County Planning Commission considered this request at its January 7, 2021 meeting and voted to recommend APPROVAL to the County Commission. Staff concurs with that recommendation.

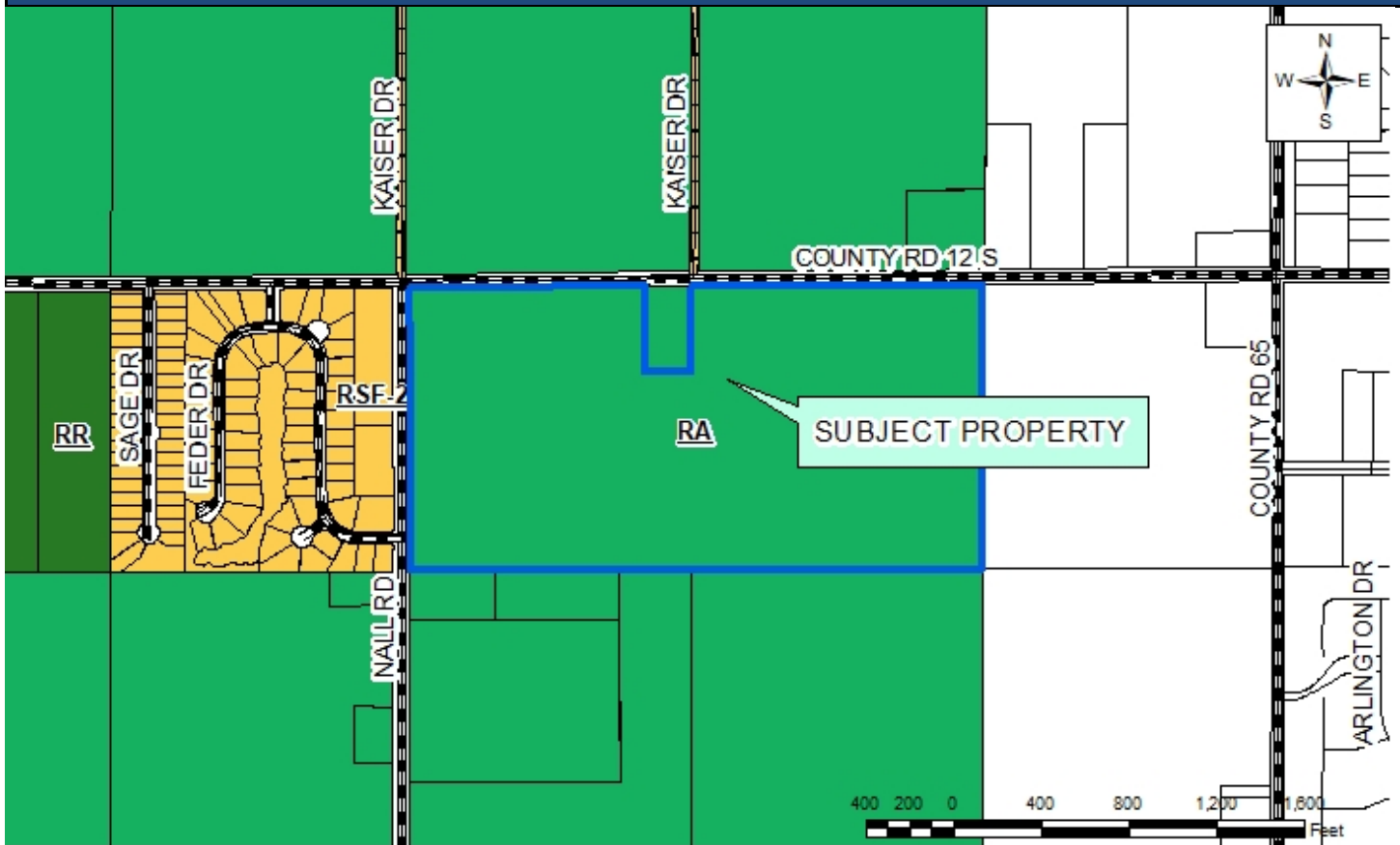
**On rezoning applications, the County Commission will have the final decision.*

Property Images

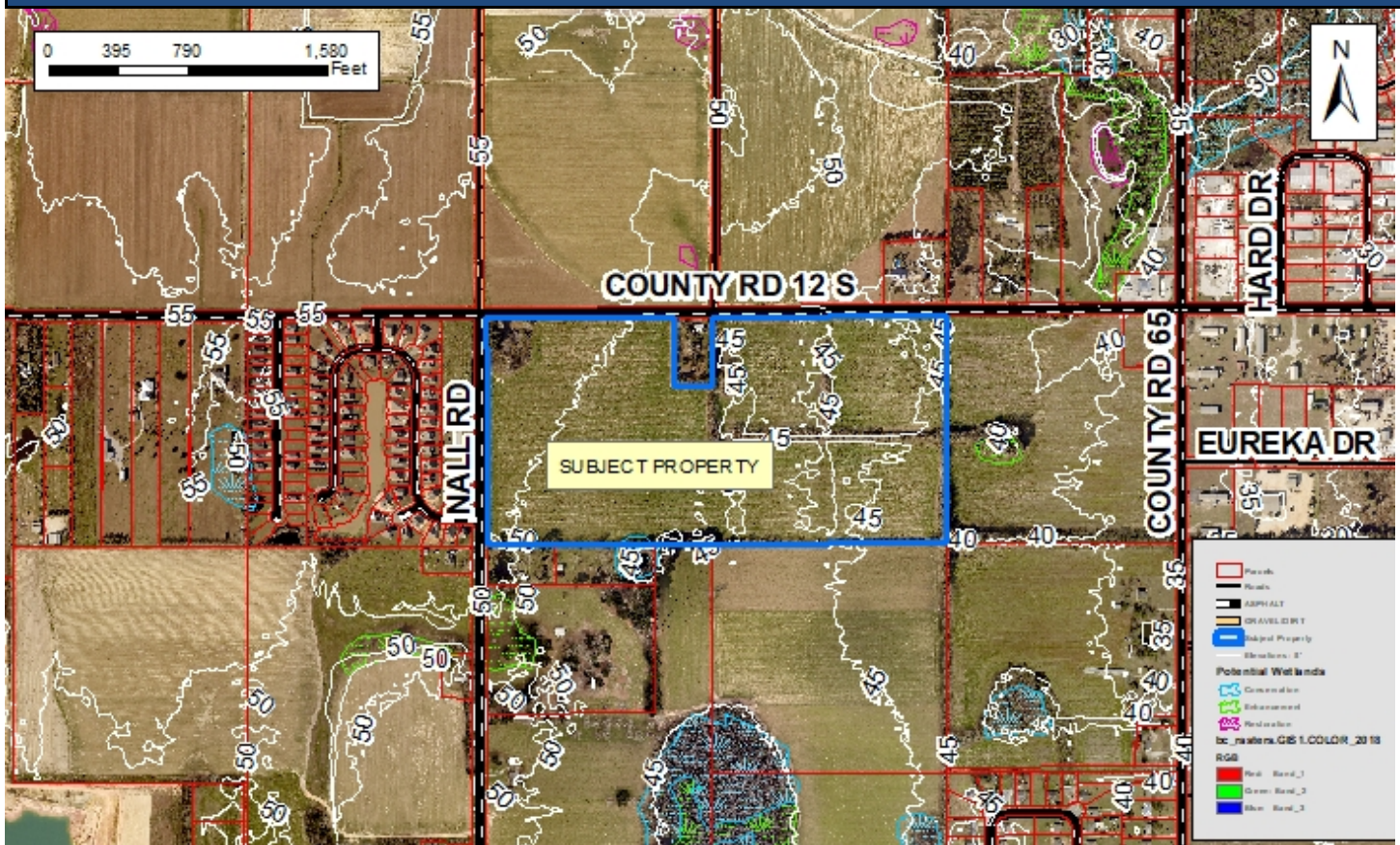




Locator Map



Site Map



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION #2021-046

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-21007, E & T Enterprises Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Sawgrass Consulting, LLC, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 21, for property identified herein and described as follows:

SURVEYED DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN N89°33'49"E, ALONG THE NORTH LINE OF SAID SECTION 13, 1368.66 FEET TO A POINT; THENCE RUN S00°04'28"W, LEAVING SAID NORTH LINE OF SECTION 13, 29.96 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 12 AND THE EAST RIGHT-OF-WAY LINE OF NALL ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN N89°33'49"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 12, 1,080.05 FEET TO A POINT; THENCE RUN S00°01'35"W, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, 387.55 FEET TO A POINT; THENCE RUN N89°15'06"E, 206.72 FEET TO A POINT; THENCE RUN N00°18'07"E, 386.64 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 12; THENCE RUN N89°34'52"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1,328.88 FEET TO A POINT; THENCE RUN S00°00'45"W, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, 1,295.03 FEET TO A POINT; THENCE RUN S89°39'37"W, 1,328.99 FEET TO A POINT; THENCE RUN S89°28'05"W, 1289.90 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NALL ROAD; THENCE RUN N00°04'28"E, ALONG SAID EAST RIGHT-OF-WAY LINE OF NALL ROAD, 1,295.16 FEET TO THE POINT OF BEGINNING, CONTAINING 75.93 ACRES±.

Otherwise known as tax parcel numbers, **05-60-06-13-0-000-003.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RA, Rural Agricultural District, to RSF-2, Single-Family District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on January 7, 2021, and voted to recommend approval of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on February 17, 2021; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 21 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-21007, E & T Enterprises Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 21 from RA, Rural Agricultural District, to RSF-2, Single-Family District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 21 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 17th day of February 2021.

Honorable Joe Davis, III, Chairman

ATTEST

Wayne Dyess, County Administrator

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-21007

E & T Enterprises

Re-zone RA to RSF-2

1/7/2021

Motion: TO RECOMMEND APPROVAL

Made by: JASON PADGETT

Motion Seconded by: ROBERT DAVIS

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy		X
Bonnie Lowry	X	
Daniel Nance	X	
Brandon Bias	A	A
Robert Davis	X	
Plumer Tonsmeire	A	A
Jason Padgett	X	
Steven Pumphrey	X	

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 5-1

subject property is located at 34933 Boykin Boulevard in Planning District 22.

Mrs. Boykin read the requirements for a Home Occupation. Mrs. Boykin reported recommendation of approval by staff and answered questions.

Applicant Joshua Garlock addressed the Commission and answered questions. Jana Alarid and Jerry Kee spoke in favor of the request. Eddie Goodwill signed up in favor but did not speak.

Dr. Susan Wells, Larry Conley, and Mary Joe Conley spoke in opposition of the request.

Daniel Nance made a motion to recommend approval. Bonnie Lowery seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-21003 Garlock Property rezoning request from RSF-1 and RSF-2 to RA carries on a vote of 6-0.**

e.) CASE Z-21006 MIDDLETON PROPERTY

Linda Lee presented the request to rezone approximately 2.11 acres from RSF-E to B-4 to allow a storage facility on the property. The subject property is located at 25120 Rawls Road in Planning District 12.

Mrs. Lee reported a telephone call from adjacent property owner Charles Fincher in opposition. Mrs. Lee also reported recommendation of approval by staff and answered questions. Tom Granger was present to represent the applicant and answer questions. There was no one present to speak in opposition of the request.

Jason Padgett made a motion to recommend approval. Daniel Nance seconded the motion. All members voted aye. **Motion to recommend approval for Case Z-21006 Middleton Property rezoning request from RSF-E to B-4 carries on a vote of 6-0.**

f.) CASE Z-21007 E & T ENTERPRISES PROPERTY

Linda Lee presented the request to rezone approximately 75.93 acres from RA to RSF-2 to allow single family development on the property. The subject property is located on the southeast corner of County Road 12 South and Nall Road in Planning District 21. Mrs. Lee reported recommendation of approval by staff.

Ercil Godwin with Sawgrass Consultant was present to represent the applicant. Niel Trimble and David Walters spoke in opposition of the request. Gregory Kaiser signed up in opposition but did not speak.

Jason Padgett made a motion to recommend approval. Robert Davis seconded the motion. Kevin Murphy voted nay all other members voted aye. **Motion to recommend approval for Case Z-21007 E & T Enterprises Property rezoning request from RA to RSF-2 carries on a vote of 5-1.**

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Robin Benson, Accounting
Date: 2/5/2021
Re: Z-21007, E & T Enterprises Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 2/17/2021

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-21007, E & T Enterprises Property

The Planning and Zoning Commission meeting was held **Thursday January 7, 2021**.

The County Commission public hearing is scheduled for **Wednesday February 17, 2021**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

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

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

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. 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:

01/20/2021, 01/27/2021, 02/03/2021

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 02/03/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 320139

Z-21007 E & T Enterprises Property

Amount of Ad: \$360.06

Legal File# Z-21007 E & T E

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
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-21007
E & T Enterprises Property
Planning District 21

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Sawgrass Consulting on behalf of E & T Enterprises, owner of property located at 17324 County Road 12 S in Planning District 21. The applicant is requesting approval to rezone 76± acres from RA - Rural Agricultural District to RSF-2 Single Family District. The Parcel Identification Number is 05-60-06-13-0-000-003.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Wednesday, February 17, 2021, beginning at 10:00 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

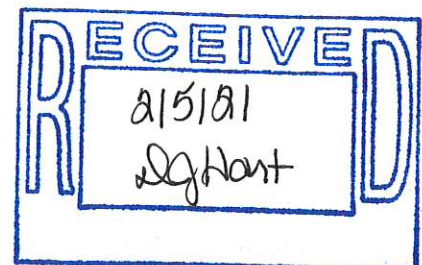
The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. 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 20-27; February 3, 2021





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):

January 27, 2021

Account # 987101 PO # _____

Cost \$ 378.00 Ad # 272098 - 2 - 21007

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

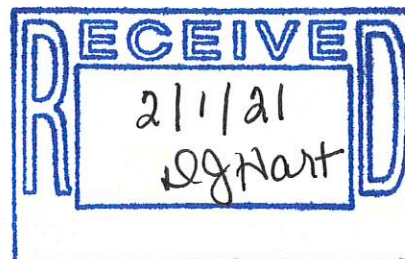
This 28th day of January, 2021
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



CHIEF

CONTINUED FROM 1

with six grandchildren, and he said spending time with family will be one of his top priorities in retirement.

"Spending time with family will always be very important to me," he said. "We've always been very close."

Born in Pensacola, the youngest of four siblings, Bishop, now 57, moved at a young age with his parents, brother Watson Bishop, and sisters, Alice Hilton and Katheryne Gossett, to Perdido where his father owned a tractor repair business.

He graduated from Baldwin County High School in 1981 and worked for several years in the construction business before he got an opportunity through the Baldwin County Sheriff's Department to attend the Southwest Alabama Police Academy (now known as the APOSTC Law Enforcement Academy) in Stapleton, graduating in 1989.

"We always had horses. I grew up around horses and my father was a member of the Baldwin County Sheriff's Posse," Bishop said. "When I got older I joined the Sheriff's



SUBMITTED PHOTO

Lt. Rex Bishop

Posse and they gave me the opportunity to attend the academy."

Through the Sheriff's Department, Bishop did security work at the old L.A. Raceway, which was located on County Road 56 where he got to know officers with the Loxley Police Department.

On Feb. 1, 1992, he joined the department under Chief Condie Langham and later served under Chief Ed Vaughn. In May of 1999, he came to work for Chief Alan Lassiter as a patrol officer with the Robertsdale Police Department.

He was later promoted to corporal in the patrol division, then switched to investigations when he was promoted to sergeant

in 2003 and finally was promoted to lieutenant under Chief Brad Kendrick.

"I consider the success I've had as being tied to people who work under me and Rex is one of the main people who have helped me in my success," Kendrick said. "When he came to work for the department here, we had already worked together on patrol cases and I consider Rex's style to be the same as mine, you treat people the way you want to be treated and the rest will take care of itself."

Kendrick said he thought of Bishop as an old school police officer who, at the same time, always thought outside the box and was always able to adapt to change.

"Law enforcement is always changing, and you have to be able to change with it," Kendrick said. "I've always thought of Rex as someone who was able to do that."

In 2011, while continuing to serve with the Robertsdale Police Department, Bishop became a member of the Baldwin County Major Crimes Unit, working to solve cases countywide. He would rise through the ranks to become deputy commander of the organization before resigning his position when he decided to retire last year.

"I've been involved with a number of high-profile cases through that organization and it was a very rewarding experience," he said.

Among the cases he worked involved a teacher at Central Baldwin Middle School who was convicted of sexual abuse involving four former students. Another case involved the owner of a local radio station charged with sexual abuse involving a young family member.

Bishop also received certification as a traffic homicide investigator and has worked several cases in that area, he said. He also served as administrator over technology for the de-

partment.

"I've always liked working with technology," he said, "and have always worked to make sure this department has the best technology available to us."

In 2017, he attended the National Academy in Quantico, Virginia, a 10-week course through the Federal Bureau of Investigation where he received leadership and physical training, culminating in the completion of a six-mile run where each participant receives a yellow brick, which Bishop has proudly displayed in his office, along with other memorabilia from the experience.

"It was an awesome experience," he said. "It was a unique opportunity to work and share ideas with members of law enforcement from around the world."

While his last day of work will be Friday, Jan. 29, his last official day as a city employee will be Monday, Feb. 1, exactly 39 years from his first day on the job in Loxley.

While he says he will enjoy his retirement and plans to travel and spend time with family among other things, he will miss the work, primarily the people.

"I think I will miss it," he said. "I will defi-

nately miss the people. I have worked with some of the best people around and we have some of the best people in law enforcement in this county. I will definitely miss working with them."

Kendrick said with Bishop's retirement, Robertsdale will have four slots to fill within the department. Cpt. Ted Stone will be promoted to lieutenant to fill the chief investigator's position, Kendrick said. There is also a corporal's position in the patrol division that will be filled from within, then two new officers will be hired from outside the department.

"I was really hoping that Rex would stay on and we could retire together," Kendrick said. "I wish I could take his knowledge and expertise and bottle it for all of my other officers, but I know that if I need to call him about something, he will continue to give me his honest opinion and we will move on and continue to do the best we can to serve the citizens of Robertsdale."

While concerns over the coronavirus will limit what they can do, the city will host a small ceremony to honor Bishop on his retirement.

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
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-21007 E & T Enterprises Property Planning District 21

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Sawgrass Consulting on behalf of E & T Enterprises, owner of property located at 17324 County Road 12 S in Planning District 21. The applicant is requesting approval to rezone 76± acres from RA - Rural Agricultural District to RSF-2 Single Family District. The Parcel Identification Number is 05-60-06-13-0-000-003.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Wednesday, February 17, 2021**, beginning at 10:00 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

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NOTICE OF PUBLIC HEARING

Case No. Z-21003 Garlock Property Planning District 22

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Joshua D Garlock, owner of property located at 34933 Boykin Blvd in Planning District 22. The applicant is requesting approval to rezone 53± acres from RSF-2 Single Family District to RA - Rural Agricultural District. The Parcel Identification Number is 05-52-06-23-0-001-001.008.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Wednesday, February 17, 2021**, beginning at 10:00 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Robin Benson, Accounting
Date: 2/5/2021
Re: Z-21007, E & T Enterprises Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 1/7/2021

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-21007, E & T Enterprises Property

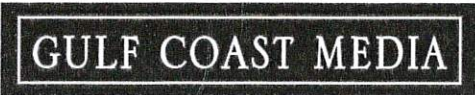
The Planning and Zoning Commission meeting was held **Thursday January 7, 2021**.

The County Commission public hearing is scheduled for **Wednesday February 17, 2021**.

Please let me know if you have any questions.

Thank You,

DJ Hart



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:

12/23/2020

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 12/23/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 319346

Z-21007 E & T Enterprises Property

Amount of Ad: \$122.74

Legal File# Z-21007 E & T E

**BALDWIN COUNTY
PLANNING & ZONING
COMMISSION
BALDWIN COUNTY
PLANNING & ZONING
DEPARTMENT**

Robertsdale Office
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**NOTICE OF
PUBLIC HEARING**
Case No. Z-21007
E & T Enterprises Property
Planning District 21

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to rezone 76± acres from RA - Rural Agricultural District to RSF-2 Single Family District. The Parcel Identification Number is 05-60-06-13-0-000-003.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, January 7, 2021, beginning at 4:00 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:

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& Zoning Department
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Robertsdale, AL 36567

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December 23, 2020





Baldwin County Commission

Agenda Action Form

File #: 21-0493, **Version:** 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Payment of Bills

STAFF RECOMMENDATION

Pay bills totaling \$13,938,214.30 (thirteen million, nine hundred thirty-eight thousand, two hundred fourteen dollars and thirty 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, \$9,783,658.25 (nine million, seven hundred eighty-three thousand, six hundred fifty-eight dollars and twenty-five cents) was paid to the Baldwin County Board of Education and \$611,663.74 (six hundred eleven thousand, six hundred sixty-three dollars and seventy-four cents) was paid 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: February 17, 2021

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. of Education	7,928,394.84	Sales Tax
	1,855,263.41	Use Tax
	3,664.00	Meals; JDC
Gulf Shores Bd. Of Education	476,413.46	Sales Tax
	135,250.28	Use Tax
Regions Bank Corp Trust	69,375.00	2012 Warrant; Feb 2021
	136,890.62	2013 Warrant; Feb 2021
	36,482.09	2014 Warrant; Feb 2021
	218,685.01	2015 Warrant; Feb 2021
	194,018.77	2020 Warrant; Feb 2021
	91,949.05	2020B Warrant; Feb 2021
	2,450.00	Series 2013 Warrants; Fiscal Agent Fee
	4,125.00	PBA 2020 Warrants; Fiscal Agent Fee
Baldwin Youth Services	68,452.78	Sales Tax
Coastal Alabama Community College	166,023.95	Sales Tax
Baldwin County Economic Development	51,292.11	Sales Tax
District Attorney's Office	34,385.36	Sales Tax
John G. Walton Construction Co., Inc.	173,112.58	Contract Services; Hwy
Petroleum Traders Coproration	45,476.64	Fuel
Plumcore, Inc.	152,726.68	Contract Services; Sheriff's
Mobile Asphalt Co., LLC	150,760.23	Road Building Materials
Utility Associates	146,870.00	In Car Video System; Sheriff's
Pictometry International, Inc.	146,174.69	Contract Services; Reappraisal
QCHC of Alabama, Inc.	145,333.33	Medical Services; Sheriff's
City of Fairhope	102,429.26	School Resource Officers
Administrative Office of Courts	96,951.05	1st QTR FY2021 Judicial
	10,535.62	1st QTR FY2021 Juvenile
Moody's Electric, Inc.	98,836.80	Generator; Reappraisal
Thompson Tractor Co	43,999.51	Repair and Maintenance; S/W
	36,943.63	Repair and Maintenance
The Bridge, Inc.	78,734.00	Juvenile Court; Jan.-Mar 2021
City of Spanish Fort	66,982.98	School Resource Officers
Partners Managing General Underwriters	62,319.60	Stop Loss Coverage; Feb 2021
Arrington Curb & Excavation, Inc.	48,013.36	Contract Services; Hwy
Volkert, Inc.	37,216.67	Professional Services, Parks
Newell & Bush, Inc.	34,660.00	Contract Services; Hwy
BIO Medical Applications of Alabama, Inc.	30,647.12	Refund; Sales Tax
South Alabama Regional	31,577.06	Temporary Labor
TSA, Inc.	29,565.24	Computer Equipment
Creek Clean, LLC	26,800.00	Contract Services; Solid Waste
Community Action Agency	25,000.00	FY21 Appropriation
StoneCrosby PC	23,581.26	Legal Services
PPG Architectural Finishes, Inc.	23,400.00	Glass Spheres; Parks
Symbol Health Solutions LLC	22,713.85	Medical; Dec 2020
TOTAL	13,364,476.89	

Baldwin County Commission
Accounts Payable Payments
February 17, 2021

Vendor Summary		Totals
1	A & M PORTABLES INC	450.00
2	ACCURATE CONTROL EQUIPMENT	234.90
3	ADMINISTRATIVE OFFICE OF COURTS	107,486.67
4	ADVANCED METAL SYSTEMS OF AL LLC	400.00
5	AIRGAS USA LLC	767.07
6	AL STATE DEPT OF TRANSPORTATION	7,720.95
7	ALABAMA ASSN OF BOARDS OF REGISTRARS	105.00
8	ALABAMA LAW ENFORCEMENT AGENCY	300.00
9	ALABAMA PROBATE JUDGES ASSN	1,500.00
10	ALLEN SOUTHERN ELECTRIC	2,912.00
11	AL-TRANS SERVICE INC	562.75
12	ARRINGTON CURB & EXCAVATION INC	48,013.36
13	ASHBERRY LANDFILL LLC	60.00
14	AUBURN UNIVERSITY	3,905.00
15	B&H PHOTO & ELECTRONICS CORP	162.80
16	BAGBY & RUSSELL ELECTRIC CO, INC	1,550.00
17	BALDWIN ANIMAL CLINIC PC	2,649.06
18	BALDWIN CNTY ECONOMIC DEVELOPMENT	51,292.11
19	BALDWIN CNTY JUDGE OF PROBATE	72.00
20	BALDWIN CNTY SHERIFF'S OFFICE	2,931.50
21	BALDWIN CNTY SOLID WASTE	428.54
22	BALDWIN COUNTY BOARD OF EDUCATION	9,787,322.25
23	BALDWIN COUNTY VICTORY POLARIS LLC	14,272.97
24	BALDWIN LOCKSMITH LLC	112.50
25	BALDWIN TROPHIES	10.00
26	BALDWIN YOUTH SERVICES	68,452.78
27	BAY AREA PRINTING & GRAPHIC SOLUTIONS	383.80
28	BAY MINETTE ANIMAL CLINIC	290.00
29	BAY MINETTE BUILDING SUPPLY	204.70
30	BAY PEST CONTROL COMPANY INC.	392.00
31	BAY SIDE RUBBER & PRODUCTS	3,058.14
32	BB&T-CREATIVE PAYMENT SOLUTIONS	150.80
33	BEARD EQUIPMENT - MOBILE	10,120.75
34	BEARD EQUIPMENT - POWERPLAN	1,206.04
35	BELL'S HOMETOWN PHARMACY	10.39
36	BIO MEDICAL APPLICATIONS OF ALABAMA INC	30,647.12
37	BOB BARKER CO INC	15,533.05
38	BRANDY BYRD	72.41
39	BRENDA WALZ	47.04
40	BUILDERS HARDWARE & SUPPLY CO.	467.43
41	C R PATE LOGGING, INC	12,118.78
42	CALHOUN COUNTY COMMISSION	413.13
43	CAPITAL VOLVO TRUCK & TRAILER	2,591.78
44	CASCADE ENGINEERING INC	2,836.00
45	CDG ENGINEERS AND ASSOCIATES	7,230.47

Baldwin County Commission
Accounts Payable Payments
February 17, 2021

	Vendor Summary	Totals
46	CDW - GOVERNMENT, INC	11,383.82
47	CERTIFIED LABORATORIES DIVISION	16,021.70
48	CHUCK STEVENS AUTO INC	570.06
49	CHUCK STEVENS CHEVROLET OF BAY MINETTE	1,731.29
50	CINTAS CORPORATION - FIRST AID CABINETS	485.48
51	CINTAS CORPORATION - SAFETY PURCHASES	10,979.95
52	CINTAS CORPORATION NO 2	209.89
53	CITY OF FAIRHOPE	102,429.26
54	CITY OF SPANISH FORT	66,982.98
55	COASTAL ALABAMA COMMUNITY COLLEGE	166,023.95
56	COASTAL INDUSTRIAL SUPPLY	14.65
57	COCA COLA BOTTLING CO CONSOLIDATED	820.80
58	COCKRELL'S BODY SHOP OF ROBERTSDALE	790.42
59	COMMUNITY ACTION AGENCY	25,000.00
60	COPY PRODUCTS COMPANY	1,426.10
61	CORPORATE BILLING LLC	752.75
62	CREEK CLEAN, LLC	26,800.00
63	CRYSTAL RICHARDSON	54.43
64	CULLIGAN WATER SYSTEMS OF MOBILE	158.30
65	DADE PAPER & BAG CO	8,127.48
66	DAIRY FRESH OF AL	474.22
67	DANNY'S HYDRAULICS	578.28
68	DAVISON OIL COMPANY INC	2,178.15
69	DEANNA VICICH COX	1,650.00
70	DELTA COMPUTER SYSTEMS INC	15,193.00
71	DENNISE WOLSTENHOLME, COURT REPORTER	2,100.00
72	DEWBERRY ENGINEERS INC	536.59
73	DIAGNOSTIC & MEDICAL CLINIC	98.85
74	DILLON WATERS	130.15
75	DISTRICT ATTORNEY'S OFFICE	34,385.36
76	DIVERSIFIED COMPUTER SERVICES LLC	750.00
77	DOUGLAS PROPST	18.35
78	EASTERN SHORE PHYSICAL THERAPY, INC.	235.00
79	EASTERN SHORE URGENT CARE, LLC	140.00
80	E-J BUILDERS	3,795.45
81	ELECTION SYSTEM & SOFTWARE INC	1,254.19
82	EMPIRE TRUCK SALES INC	1,265.48
83	EMPLOYMENT SCREENING SERVICES INC	399.75
84	EVANS & COMPANY	6,932.25
85	EXPRESS OIL CHANGE - ROBERTSDALE	203.52
86	FEDEX	573.59
87	FERGUSON ENTERPRISES INC - DAPHNE	16.66
88	FERGUSON WATERWORKS	4,513.75
89	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	1,530.14
90	FOLEY HOSPITAL CORP	808.33

**Baldwin County Commission
Accounts Payable Payments
February 17, 2021**

	Vendor Summary	Totals
91	FRANKLIN'S STARTER & ALTERNATOR	235.00
92	G T MICHELLI SCALES	5,442.51
93	GALL'S LLC	4,684.99
94	GILMORE SERVICES	246.09
95	GRANICUS, LLC	11,062.51
96	GRAYBAR ELECTRIC CO INC - MOBILE	345.92
97	GSP MARKETING INC	17,529.20
98	GUARDIAN RFID	12,723.75
99	GULF CHRYSLER PLYMOUTH DODGE	304.64
100	GULF CITY BODY & TRAILER WORKS, INC	96.01
101	GULF COAST BUILDING SUPPLY & HARDWARE	458.24
102	GULF COAST TRUCK & EQUIPMENT CO	477.45
103	GULF SHORES BOARD OF EDUCATION	611,663.74
104	GULF STATES DISTRIBUTORS	774.00
105	HBW INC	325.00
106	HERITAGE-CRYSTAL CLEAN LLC	115.13
107	HIGHLAND TECHNICAL SERVICES INC	10,111.25
108	HI-LINE	888.20
109	HILL'S PET NUTRITION INC	447.43
110	HOLLAND'S PAINT & BODY	9,196.52
111	HUNTER SECURITY INC	200.00
112	IMC HOSPITALIST LLC	545.49
113	IMC-NORTH BALDWIN PHYSICIANS GROUP	438.81
114	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	180.00
115	INFIRMARY OCCUPATIONAL HEALTH PC	95.00
116	INGENUITY INC	7,500.00
117	INGRAM EQUIPMENT LLC	3,271.70
118	INTERNATIONAL CODE COUNCIL	405.00
119	J&R SYSTEM INTEGRATION LLC/SECURITY 101	660.47
120	JAMES B JOHNSON	7,758.77
121	JAMES P NIX, JR	4,133.33
122	JANNA J. HEARN	4.80
123	JASON TYLER WOODRUFF	75.00
124	JAZZY CLEAN JANITORIAL	548.86
125	JOHN G WALTON CONST CO	173,112.58
126	JOSEPH L DAVIS III	195.27
127	JUBILEE ACE HOME CENTER	128.01
128	JUBILEE GLASS LLC	2,960.00
129	KEET CONSULTING SERVICES LLC	5,200.00
130	KEITH MAP SERVICE	501.40
131	KENDEL HENDERSON	105.84
132	KENT ANTHONY GERBER	8.00
133	KENTWOOD SPRING WATER	139.97
134	KIMBALL MIDWEST - PO'S	485.80
135	KINGLINE EQUIPMENT - SUMMERDALE	6,900.00

Baldwin County Commission
Accounts Payable Payments
February 17, 2021

	Vendor Summary	Totals
136	LIFESTAR ALTERNATIVE TRANSPORT SVC, LLC	4,275.00
137	LOIS ROBINSON & ASSOCIATES INC	179.75
138	LORI G RUFFIN	660.00
139	LORI WADDLE	12.32
140	LOWE'S - DAPHNE	2,499.84
141	LOWE'S - FOLEY	254.43
142	LSC ENVIRONMENTAL PRODUCTS	14,080.00
143	LYNETTE M SPALLER	3,125.00
144	MAC'S AUTOGLASS LLC	1,110.00
145	MANAGEFORCE CORPORATION	6,225.00
146	MATTHEW BURNS	12.95
147	McGRIFF TIRE CO INC	15,597.23
148	MCKESSON MEDICAL	176.09
149	McPHERSON CO - PO'S	1,178.27
150	MCPHERSON OIL CO INC/DBA FUELMAN	2,219.97
151	MERCHANTS FOODSERVICE	9.08
152	METRO MARKET TRENDS INC	918.00
153	MOBILE ASPHALT CO LLC	150,760.23
154	MOBILE PRESS REGISTER	37.80
155	MONTGOMERY ADVERTISER	2,206.62
156	MOODY'S ELECTRIC INC	98,836.80
157	MURPHY'S QUALITY HAY, INC.	3,320.00
158	MWI ANIMAL HEALTH	1,517.16
159	NEWELL & BUSH INC	34,660.00
160	NINA L CLARK	4.80
161	NORSTAN COMMUNICATIONS INC	115.00
162	OEC	935.70
163	ONE CUT GLASS, LLC	275.00
164	ONETIME-REFUND	695.00
165	OPC NEWS, LLC	7,373.28
166	O'REILLY AUTO PARTS - BAY MINETTE	49.99
167	O'REILLY AUTO PARTS - ROBERTSDALE	2,624.77
168	PAM'S EMBROIDERY & SEWING	10.00
169	PARTNERS MANAGING GENERAL UNDERWRITERS	62,319.60
170	PEREGRINE SERVICES INC	380.48
171	PETROLEUM TRADERS CORPORATION	45,476.64
172	PH & J ARCHITECTS INC	2,199.26
173	PICTOMETRY INTERNATIONAL CORP	146,174.69
174	PLUMCORE, INC.	152,726.68
175	POWER SYSTEMS OF MS	4,896.00
176	PPG ARCHITECTURAL FINISHES, INC.	23,400.00
177	QCHC INC	145,333.33
178	QED ENVIRONMENTAL SYSTEMS INC	3,294.05
179	QUADIENT LEASING USA, INC.	1,357.44
180	QUANTUM TECHNOLOGIES INC	5,644.44

**Baldwin County Commission
Accounts Payable Payments
February 17, 2021**

	Vendor Summary	Totals
181	QUEST DIAGNOSTICS	301.47
182	RACINE'S FEED GARDEN & SUPPLY INC	817.00
183	REGIONS BANK CORP TRUST	753,975.54
184	REHM ANIMAL CLINIC AT TIMBER RUM	958.43
185	REPUBLIC SERVICES #986	1,204.50
186	ROBERT HUFF DESIGNS	6,900.00
187	ROBERTSDALE AUTO PARTS INC	1,554.61
188	ROBERTSDALE FEED STORE	16.00
189	ROBERTSDALE POWER EQUIPMENT	460.11
190	ROBERTSDALE RENT-ALL INC - RENTAL ONLY	65.00
191	ROBERTSON INSURANCE AGENCY INC	5,477.00
192	SAFETY KLEEN CORP	627.43
193	SARAH HART SISLAK	22.43
194	SERVICEMASTER ACTION CLEANING	1,947.00
195	SHANNA BONNER	5.41
196	SHARPS MD OF ALABAMA	900.00
197	SOUTH ALABAMA REGIONAL	31,577.06
198	SOUTHDATA INC	12,002.35
199	SOUTHEASTERN EQUIPMENT COMPANY	215.06
200	STAPLES CONTRACT & COMMERCIAL INC	8,517.48
201	STATE OF ALABAMA DEPT OF LABOR	790.00
202	STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	1,050.00
203	STONE CROSBY PC	23,581.26
204	SUNSOUTH LLC	226.95
205	SUPERIOR COLLISION INC	2,145.68
206	SWEAT TIRE - BAY MINETTE	204.70
207	SWEAT TIRE - FAIRHOPE	149.95
208	SWEAT TIRE - ROBERTSDALE	394.85
209	SYMBOL HEALTH SOLUTIONS LLC	22,713.85
210	SYN-TECH SYSTEMS INC	294.00
211	TEAM BG & ASSOCIATES	472.80
212	TEAM ONE COMMUNICATIONS - MOBILE	12,857.89
213	TEDDY J FAUST JR	25.18
214	TERRY V GREEN	8.00
215	TERRY THOMPSON CHEV & OLDS	1,184.69
216	THE BRIDGE INC	78,734.00
217	THE PRINT SHOP	345.90
218	THOMAS CHRISTOPHER ELLIOTT	678.73
219	THOMPSON TRACTOR CO	80,943.14
220	THURSTON P BULLOCK	100.00
221	TONY'S TOWING INC	810.00
222	TRACTOR & EQUIPMENT - MOBILE	5,473.77
223	TRANSUNION RISK & ALTERNATIVE	364.00
224	TRIPLE "A" FIRE PROTECTION INC	4,224.00
225	TRI-TECH FORENSICS INC	2,047.72

**Baldwin County Commission
Accounts Payable Payments
February 17, 2021**

Vendor Summary		Totals
226	TRUCK EQUIPMENT SALES INC	14,581.48
227	TSA INC	29,565.24
228	TTL, INC.	16,568.34
229	TWO-WAY COMMUNICATIONS INC	6,083.33
230	TYLER TECHNOLOGIES, INC.	1,400.00
231	ULINE INC	829.91
232	URGENT CARE BY THE B	200.00
233	UTILITY ASSOCIATES INC	146,870.00
234	VAN SCOYOC ASSOCIATES	9,500.00
235	VERNIE HEARD JR	75.00
236	VOLKERT INC	37,216.67
237	VULCAN MATERIALS CO	11,201.99
238	W & W FLOORING AND DESIGN	1,658.07
239	W W GRAINGER	13,393.85
240	WAL-MART SUPERCENTER - BAY MINETTE	256.96
241	WARRINER CONSTRUCTION	624.00
242	WASTE PRO OF FLORIDA	221.19
243	WAVETRONIX LLC	1,100.00
244	WAYNE A DYESS	266.22
245	WESCO - FOLEY	160.60
246	WESCO DISTRIBUTION - MOBILE	559.13
247	WEST GROUP PAYMENT CENTER	445.03
248	WILKINS, BANKESTER, BILES & WYNNE P.A.	1,147.50
249	WILLIAMS SCOTSMAN INC	1,866.27
250	WILMA L JAYJOHN	8.00
251	WIRE INDUSTRIES LLC	939.70
252	WM CORPORATE SERVICES, INC.	1,420.46
253	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	790.00
254	WRIGHTS MOTOR PARTS INC	627.71
255	XEROX CORP	109.75
256	ZACK LONG	1,102.50
257	ZEP MANUFACTURING COMPANY	6,248.68
Grand Total		13,938,214.30

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 70		NEW INVOICES							
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED PAID INVOICES									
14116	00000 BALDWIN CNTY BOA	1186 13121; PO 193089		M021721A	3,664.00	.00	.00	9205644	
CASH 999	2021/05	INV 02/01/2021	SEP-CHK: N	DISC: .00		10552610 52180	3,664.00	1099:	
ACCT 10010	DEPT 51700	DUE 02/17/2021	DESC: JUVENILE MEALS; JAN 2021						
14116	00000 BALDWIN CNTY BOA	1187 2052021		M021721A	9,783,658.25	.00	.00	9205645	
CASH 999	2021/05	INV 02/05/2021	SEP-CHK: N	DISC: .00		100 23100	7,928,394.84	1099:	
ACCT 10010	DEPT 51700	DUE 02/17/2021	DESC: SALES / USE TAX			100 23101	1,855,263.41	1099:	
2 APPROVED PAID INVOICES					TOTAL	9,787,322.25			
2 INVOICE(S)					REPORT POST TOTAL	9,787,322.25			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON		BATCH: 71	NEW INVOICES						
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED PAID INVOICES									
191392	00000	GULF SHORES BOAR	1188 2052021	M021721A	611,663.74	.00	.00	9205646	
CASH 999	2021/05	INV 02/05/2021	SEP-CHK: N	DISC: .00		100 23110	476,413.46	1099:	
ACCT 10010	DEPT 51700	DUE 02/17/2021	DESC:SALES / USE TAX			100 23111	135,250.28	1099:	
1 APPROVED PAID INVOICES					TOTAL	611,663.74			
1 INVOICE(S)				REPORT POST TOTAL	611,663.74				

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 61		NEW INVOICES							
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED PAID INVOICES									
123781	00000 REGIONS BANK COR	1031 2012021; 2012		M021721A	69,375.00	.00	.00	9205638	
CASH 999	2021/05 INV 02/01/2021	SEP-CHK: N	DISC: .00						
ACCT 10010	DEPT 51700 DUE 02/17/2021	DESC:2012 WARRANT; FEB 2021			304 11500		69,375.00	1099:	
123781	00000 REGIONS BANK COR	1032 2012021; 2013		M021721A	136,890.62	.00	.00	9205639	
CASH 999	2021/05 INV 02/01/2021	SEP-CHK: N	DISC: .00						
ACCT 10010	DEPT 51700 DUE 02/17/2021	DESC:2013 WARRANT; FEB 2021			304 11500		136,890.62	1099:	
123781	00000 REGIONS BANK COR	1033 2012021; 2014		M021721A	36,482.09	.00	.00	9205640	
CASH 999	2021/05 INV 02/01/2021	SEP-CHK: N	DISC: .00						
ACCT 10010	DEPT 51700 DUE 02/17/2021	DESC:2014 WARRANT; FEB 2021			304 11500		36,482.09	1099:	
123781	00000 REGIONS BANK COR	1034 2015 WARRANT; 2015		M021721A	218,685.01	.00	.00	9205641	
CASH 999	2021/05 INV 02/01/2021	SEP-CHK: N	DISC: .00						
ACCT 10010	DEPT 51700 DUE 02/17/2021	DESC:2015 WARRANT; FEB 2021			304 11500		218,685.01	1099:	
123781	00000 REGIONS BANK COR	1035 2012021; 2020		M021721A	194,018.77	.00	.00	9205642	
CASH 999	2021/05 INV 02/01/2021	SEP-CHK: N	DISC: .00						
ACCT 10010	DEPT 51700 DUE 02/17/2021	DESC:2020 WARRANT; FEB 2021			304 11500		194,018.77	1099:	
123781	00000 REGIONS BANK COR	1036 2012021; 2020B		M021721A	91,949.05	.00	.00	9205643	
CASH 999	2021/05 INV 02/01/2021	SEP-CHK: N	DISC: .00						
ACCT 10010	DEPT 51700 DUE 02/17/2021	DESC:2020B WARRANT; FEB 2021			304 11500		91,949.05	1099:	
191564	00000 JAMES P NIX JR	1037 FEB 2021		M021721A	4,133.33	.00	.00	9205637	
CASH 999	2021/05 INV 02/01/2021	SEP-CHK: N	DISC: .00						
ACCT 10010	DEPT 51700 DUE 02/17/2021	DESC:SUPERNUMERARY; FEB 2021			10051600 51190		4,133.33	1099:	
4095	00000 JOHNSON, JAMES B	1038 FEB 2021		M021721A	7,758.77	.00	.00	9205636	
CASH 999	2021/05 INV 02/01/2021	SEP-CHK: N	DISC: .00						
ACCT 10010	DEPT 51700 DUE 02/17/2021	DESC:RETIREMENT; FEB 2021			10052100 51190		7,758.77	1099:	

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 61			NEW INVOICES						
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
8 APPROVED PAID INVOICES			TOTAL		759,292.64				
8 INVOICE(S)			REPORT POST TOTAL		759,292.64				

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS - FEBRUARY 17, 2021

Vendor Number	Vendor	Invoice	Document	Invoice Net
10448	<u>A & M PORTABLES INC</u>	244548	<u>306</u>	150.00
10448	<u>A & M PORTABLES INC</u>	244547	<u>307</u>	75.00
10448	<u>A & M PORTABLES INC</u>	245306	<u>548</u>	75.00
10448	<u>A & M PORTABLES INC</u>	245307	<u>549</u>	150.00
10003	<u>ACCURATE CONTROL EQUIPMENT</u>	163139	<u>151</u>	234.90
61663	<u>ADMINISTRATIVE OFFICE OF COURTS</u>	#1; FY21-JUDICIAL	<u>958</u>	96,951.05
61663	<u>ADMINISTRATIVE OFFICE OF COURTS</u>	1ST QTR FY21	<u>959</u>	10,535.62
104213	<u>ADVANCED METAL SYSTEMS OF AL LLC</u>	01272021-1	<u>347</u>	400.00
148734	<u>AIRGAS USA LLC</u>	9109132205	<u>853</u>	122.10
148734	<u>AIRGAS USA LLC</u>	193086-JAN'21	<u>1139</u>	497.55
148734	<u>AIRGAS USA LLC</u>	9109474057	<u>1142</u>	147.42
100474	<u>AL STATE DEPT OF TRANSPORTATION</u>	SWA009233	<u>908</u>	7,720.95
10202	<u>AL-TRANS SERVICE INC</u>	48838	<u>308</u>	562.75
1841	<u>ALABAMA ASSN OF BOARDS OF REGISTRARS</u>	DUES; 2021	<u>1183</u>	105.00
10007	<u>ALABAMA LAW ENFORCEMENT AGENCY</u>	ALEA21000644	<u>967</u>	300.00
126842	<u>ALABAMA PROBATE JUDGES ASSN</u>	1272021	<u>963</u>	1,500.00
133330	<u>ALLEN SOUTHERN ELECTRIC</u>	170055	<u>141</u>	1,197.50
133330	<u>ALLEN SOUTHERN ELECTRIC</u>	170137	<u>142</u>	1,714.50
183833	<u>ARRINGTON CURB & EXCAVATION INC</u>	#4;BCP0216717	<u>568</u>	48,013.36
180302	<u>ASHBERRY LANDFILL LLC</u>	178623	<u>336</u>	60.00
10225	<u>AUBURN UNIVERSITY</u>	V0003961	<u>1027</u>	2,100.00
10225	<u>AUBURN UNIVERSITY</u>	V0004011	<u>1028</u>	1,605.00
10013	<u>AUBURN UNIVERSITY</u>	V0023343	<u>1026</u>	200.00
163096	<u>B&H PHOTO & ELECTRONICS CORP</u>	183588163	<u>309</u>	162.80
160590	<u>BAGBY & RUSSELL ELECTRIC CO, INC</u>	778602	<u>39</u>	1,550.00
14044	<u>BALDWIN ANIMAL CLINIC PC</u>	12222020	<u>884</u>	860.08
14044	<u>BALDWIN ANIMAL CLINIC PC</u>	10272020	<u>883</u>	1,788.98
14553	<u>BALDWIN CNTY ECONOMIC DEVELOPMENT</u>	2052021	<u>1189</u>	51,292.11
14579	<u>BALDWIN CNTY JUDGE OF PROBATE</u>	2042021; XLC230640	<u>1174</u>	18.00
14579	<u>BALDWIN CNTY JUDGE OF PROBATE</u>	2042021; 3LC230639	<u>1175</u>	18.00
14579	<u>BALDWIN CNTY JUDGE OF PROBATE</u>	2042021; 3LC232417	<u>1176</u>	18.00
14579	<u>BALDWIN CNTY JUDGE OF PROBATE</u>	2042021; AFD1777	<u>1177</u>	18.00
136611	<u>BALDWIN CNTY SHERIFF'S OFFICE</u>	4669	<u>968</u>	2,931.50
105048	<u>BALDWIN CNTY SOLID WASTE</u>	456440	<u>969</u>	103.54
105048	<u>BALDWIN CNTY SOLID WASTE</u>	456684	<u>970</u>	325.00
183058	<u>BALDWIN COUNTY VICTORY POLARIS LLC</u>	750	<u>348</u>	14,272.97
14534	<u>BALDWIN LOCKSMITH LLC</u>	21927	<u>28</u>	112.50
190164	<u>BALDWIN TROPHIES</u>	112320	<u>555</u>	10.00
14132	<u>BALDWIN YOUTH SERVICES</u>	2052021	<u>1192</u>	68,452.78
113603	<u>BAY AREA PRINTING & GRAPHIC SOLUTIONS</u>	98219	<u>30</u>	383.80
14018	<u>BAY MINETTE ANIMAL CLINIC</u>	12302020	<u>886</u>	290.00
14029	<u>BAY MINETTE BUILDING SUPPLY</u>	1312021-2	<u>561</u>	204.70
191016	<u>BAY PEST CONTROL COMPANY INC.</u>	2052021	<u>769</u>	392.00
54050	<u>BAY SIDE RUBBER & PRODUCTS</u>	6068	<u>143</u>	316.65
54050	<u>BAY SIDE RUBBER & PRODUCTS</u>	6164	<u>146</u>	390.22
54050	<u>BAY SIDE RUBBER & PRODUCTS</u>	6146	<u>147</u>	134.04
54050	<u>BAY SIDE RUBBER & PRODUCTS</u>	6120	<u>148</u>	676.24
54050	<u>BAY SIDE RUBBER & PRODUCTS</u>	6166	<u>150</u>	845.00
54050	<u>BAY SIDE RUBBER & PRODUCTS</u>	6194	<u>153</u>	695.99
182097	<u>BB&T-CREATIVE PAYMENT SOLUTIONS</u>	BCC 092	<u>966</u>	150.80

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Vendor Number	Vendor	Invoice	Document	Invoice Net
185645	<u>BEARD EQUIPMENT - MOBILE</u>	1376141	<u>100</u>	1,631.31
185645	<u>BEARD EQUIPMENT - MOBILE</u>	1376154	<u>101</u>	7,607.40
185645	<u>BEARD EQUIPMENT - MOBILE</u>	1369606	<u>988</u>	539.32
185645	<u>BEARD EQUIPMENT - MOBILE</u>	1369610	<u>989</u>	102.48
185645	<u>BEARD EQUIPMENT - MOBILE</u>	1369601	<u>990</u>	197.12
185645	<u>BEARD EQUIPMENT - MOBILE</u>	1369600	<u>991</u>	43.12
14075	<u>BEARD EQUIPMENT - POWERPLAN</u>	1360237	<u>986</u>	1,206.04
171723	<u>BELL'S HOMETOWN PHARMACY</u>	RX#0829201	<u>973</u>	10.39
1837	<u>BIO MEDICAL APPLICATIONS OF ALABAMA INC</u>	6710	<u>565</u>	30,647.12
14084	<u>BOB BARKER CO INC</u>	NC1001576170	<u>16</u>	2,100.24
14084	<u>BOB BARKER CO INC</u>	NC1001573858	<u>17</u>	592.59
14084	<u>BOB BARKER CO INC</u>	NC1001571623	<u>18</u>	1,477.26
14084	<u>BOB BARKER CO INC</u>	NC1001570160	<u>19</u>	2,367.76
14084	<u>BOB BARKER CO INC</u>	NC1001567801	<u>20</u>	3,432.68
14084	<u>BOB BARKER CO INC</u>	WEB000703057	<u>256</u>	74.32
14084	<u>BOB BARKER CO INC</u>	WEB000702771	<u>21</u>	261.66
14084	<u>BOB BARKER CO INC</u>	WEB000703669	<u>387</u>	736.17
14084	<u>BOB BARKER CO INC</u>	NC1001577697	<u>22</u>	509.28
14084	<u>BOB BARKER CO INC</u>	NC1001563525	<u>155</u>	2,099.89
14084	<u>BOB BARKER CO INC</u>	NC1001579271	<u>157</u>	493.50
14084	<u>BOB BARKER CO INC</u>	NC1001581302	<u>160</u>	1,387.70
175548	<u>BRANDY BYRD</u>	1302021	<u>1162</u>	72.41
118519	<u>BRENDA WALZ</u>	1152021	<u>571</u>	47.04
14011	<u>BUILDERS HARDWARE & SUPPLY CO.</u>	177364	<u>102</u>	103.14
14011	<u>BUILDERS HARDWARE & SUPPLY CO.</u>	1312021	<u>855</u>	364.29
189926	<u>C R PATE LOGGING, INC</u>	5833	<u>1140</u>	12,118.78
192977	<u>CALHOUN COUNTY COMMISSION</u>	11132020	<u>976</u>	413.13
180153	<u>CAPITAL VOLVO TRUCK & TRAILER</u>	3335132/5140	<u>316</u>	1,203.06
180153	<u>CAPITAL VOLVO TRUCK & TRAILER</u>	3335313/5380	<u>333</u>	1,094.80
180153	<u>CAPITAL VOLVO TRUCK & TRAILER</u>	3335379	<u>362</u>	138.84
180153	<u>CAPITAL VOLVO TRUCK & TRAILER</u>	3335156	<u>366</u>	155.08
183314	<u>CASCADE ENGINEERING INC</u>	30518557	<u>314</u>	2,836.00
107511	<u>CDG ENGINEERS AND ASSOCIATES</u>	#5;PROJ#079320453	<u>570</u>	756.25
107511	<u>CDG ENGINEERS AND ASSOCIATES</u>	#2;PROJ#079320580	<u>971</u>	6,474.22
102875	<u>CDW - GOVERNMENT, INC</u>	5042874	<u>110</u>	4,355.30
102875	<u>CDW - GOVERNMENT, INC</u>	6514842	<u>111</u>	126.09
102875	<u>CDW - GOVERNMENT, INC</u>	6558067	<u>112</u>	46.50
102875	<u>CDW - GOVERNMENT, INC</u>	6583515	<u>113</u>	445.07
102875	<u>CDW - GOVERNMENT, INC</u>	6050781	<u>114</u>	42.39
102875	<u>CDW - GOVERNMENT, INC</u>	6092728/6397507	<u>115</u>	73.48
102875	<u>CDW - GOVERNMENT, INC</u>	6762781	<u>156</u>	46.50
102875	<u>CDW - GOVERNMENT, INC</u>	6762718	<u>159</u>	46.50
102875	<u>CDW - GOVERNMENT, INC</u>	6866647	<u>233</u>	21.67
102875	<u>CDW - GOVERNMENT, INC</u>	6982724	<u>376</u>	89.07
102875	<u>CDW - GOVERNMENT, INC</u>	6540094	<u>116</u>	290.99
102875	<u>CDW - GOVERNMENT, INC</u>	6780040	<u>140</u>	2,906.12
102875	<u>CDW - GOVERNMENT, INC</u>	6762444	<u>144</u>	888.20
102875	<u>CDW - GOVERNMENT, INC</u>	6792662	<u>152</u>	24.42
102875	<u>CDW - GOVERNMENT, INC</u>	6966930	<u>384</u>	13.20
102875	<u>CDW - GOVERNMENT, INC</u>	7047430	<u>385</u>	50.32

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102875	<u>CDW - GOVERNMENT, INC</u>	6759458	<u>162</u>	83.71
102875	<u>CDW - GOVERNMENT, INC</u>	6762787	<u>165</u>	46.50
102875	<u>CDW - GOVERNMENT, INC</u>	676145	<u>170</u>	620.00
102875	<u>CDW - GOVERNMENT, INC</u>	2501422	<u>232</u>	664.18
102875	<u>CDW - GOVERNMENT, INC</u>	7217273	<u>1150</u>	48.49
102875	<u>CDW - GOVERNMENT, INC</u>	7224433	<u>1151</u>	26.04
102875	<u>CDW - GOVERNMENT, INC</u>	6772998	<u>379</u>	137.95
102875	<u>CDW - GOVERNMENT, INC</u>	6237103	<u>381</u>	48.49
102875	<u>CDW - GOVERNMENT, INC</u>	6241411	<u>382</u>	49.62
102875	<u>CDW - GOVERNMENT, INC</u>	6658320	<u>383</u>	193.02
180354	<u>CERTIFIED LABORATORIES DIVISION</u>	7230018	<u>310</u>	986.70
180354	<u>CERTIFIED LABORATORIES DIVISION</u>	7239496	<u>312</u>	1,992.00
180354	<u>CERTIFIED LABORATORIES DIVISION</u>	7238689	<u>313</u>	13,043.00
94060	<u>CHUCK STEVENS AUTO INC</u>	187191	<u>123</u>	506.14
94060	<u>CHUCK STEVENS AUTO INC</u>	187360	<u>124</u>	63.92
180505	<u>CHUCK STEVENS CHEVROLET OF BAY MINETTE</u>	146444	<u>125</u>	54.04
180505	<u>CHUCK STEVENS CHEVROLET OF BAY MINETTE</u>	635111	<u>126</u>	168.75
180505	<u>CHUCK STEVENS CHEVROLET OF BAY MINETTE</u>	635084	<u>280</u>	1,508.50
105435	<u>CINTAS CORPORATION - FIRST AID CABINETS</u>	5043570565	<u>166</u>	227.07
105435	<u>CINTAS CORPORATION - FIRST AID CABINETS</u>	5046733366	<u>168</u>	162.99
105435	<u>CINTAS CORPORATION - FIRST AID CABINETS</u>	5046733345	<u>171</u>	13.06
105435	<u>CINTAS CORPORATION - FIRST AID CABINETS</u>	5034818315	<u>172</u>	13.06
105435	<u>CINTAS CORPORATION - FIRST AID CABINETS</u>	5049952055	<u>263</u>	25.02
105435	<u>CINTAS CORPORATION - FIRST AID CABINETS</u>	5049952009	<u>264</u>	44.28
187695	<u>CINTAS CORPORATION - SAFETY PURCHASES</u>	9115052500	<u>182</u>	1,365.00
187695	<u>CINTAS CORPORATION - SAFETY PURCHASES</u>	9115052530	<u>183</u>	2,905.00
187695	<u>CINTAS CORPORATION - SAFETY PURCHASES</u>	9118274591	<u>265</u>	5,475.00
187695	<u>CINTAS CORPORATION - SAFETY PURCHASES</u>	9119139951	<u>266</u>	1,140.00
187695	<u>CINTAS CORPORATION - SAFETY PURCHASES</u>	1901911989	<u>1079</u>	94.95
187344	<u>CINTAS CORPORATION NO 2</u>	11302020LF-2	<u>1077</u>	209.89
120846	<u>CITY OF FAIRHOPE</u>	SRO; 7/1-9/30/20	<u>955</u>	102,429.26
27671	<u>CITY OF SPANISH FORT</u>	SRO; 7/1-9/30/20	<u>956</u>	66,982.98
25040	<u>COASTAL ALABAMA COMMUNITY COLLEGE</u>	2052021	<u>1191</u>	166,023.95
182244	<u>COASTAL INDUSTRIAL SUPPLY</u>	50635	<u>1153</u>	14.65
97682	<u>COCA COLA BOTTLING CO CONSOLIDATED</u>	19254207733	<u>311</u>	604.80
97682	<u>COCA COLA BOTTLING CO CONSOLIDATED</u>	19254207782	<u>315</u>	216.00
142527	<u>COCKRELL'S BODY SHOP OF ROBERTSDALE</u>	5198	<u>253</u>	790.42
192571	<u>COMMUNITY ACTION AGENCY</u>	2052021	<u>957</u>	25,000.00
181821	<u>COPY PRODUCTS COMPANY</u>	1852402	<u>338</u>	80.00
181821	<u>COPY PRODUCTS COMPANY</u>	28698666	<u>1056</u>	1,346.10
128080	<u>CORPORATE BILLING LLC</u>	430477018	<u>357</u>	752.75
192569	<u>CREEK CLEAN, LLC</u>	1352	<u>1178</u>	26,800.00
122841	<u>CRYSTAL RICHARDSON</u>	1312021	<u>1166</u>	54.43
86609	<u>CULLIGAN WATER SYSTEMS OF MOBILE</u>	1312021	<u>1173</u>	158.30
115852	<u>DADE PAPER & BAG CO</u>	14861483	<u>33</u>	413.94
115852	<u>DADE PAPER & BAG CO</u>	14845867	<u>35</u>	504.70
115852	<u>DADE PAPER & BAG CO</u>	14785392	<u>173</u>	214.55
115852	<u>DADE PAPER & BAG CO</u>	14842394	<u>175</u>	59.88
115852	<u>DADE PAPER & BAG CO</u>	1484357	<u>177</u>	50.53
115852	<u>DADE PAPER & BAG CO</u>	14843794	<u>179</u>	677.17

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115852	<u>DADE PAPER & BAG CO</u>	14856215	<u>235</u>	214.55
115852	<u>DADE PAPER & BAG CO</u>	14849870	<u>464</u>	110.15
115852	<u>DADE PAPER & BAG CO</u>	14848481	<u>180</u>	64.19
115852	<u>DADE PAPER & BAG CO</u>	14843684	<u>197</u>	17.60
115852	<u>DADE PAPER & BAG CO</u>	14843837	<u>199</u>	463.64
115852	<u>DADE PAPER & BAG CO</u>	14845102	<u>200</u>	74.36
115852	<u>DADE PAPER & BAG CO</u>	14856208	<u>234</u>	257.46
115852	<u>DADE PAPER & BAG CO</u>	14854941	<u>487</u>	109.32
115852	<u>DADE PAPER & BAG CO</u>	14856221	<u>236</u>	183.75
115852	<u>DADE PAPER & BAG CO</u>	14870386	<u>380</u>	231.89
115852	<u>DADE PAPER & BAG CO</u>	14852523	<u>455</u>	1,532.45
115852	<u>DADE PAPER & BAG CO</u>	14856324	<u>457</u>	453.52
115852	<u>DADE PAPER & BAG CO</u>	14843706	<u>460</u>	183.75
115852	<u>DADE PAPER & BAG CO</u>	14867262	<u>1154</u>	172.20
115852	<u>DADE PAPER & BAG CO</u>	14856224	<u>468</u>	306.25
115852	<u>DADE PAPER & BAG CO</u>	14853745/6248	<u>477</u>	535.91
115852	<u>DADE PAPER & BAG CO</u>	14853959	<u>479</u>	400.80
115852	<u>DADE PAPER & BAG CO</u>	14853876	<u>481</u>	518.72
115852	<u>DADE PAPER & BAG CO</u>	14852493	<u>484</u>	376.20
102111	<u>DAIRY FRESH OF AL</u>	193096-JAN'21	<u>850</u>	474.22
64821	<u>DANNY'S HYDRAULICS</u>	13671A	<u>127</u>	305.78
64821	<u>DANNY'S HYDRAULICS</u>	13679A	<u>281</u>	272.50
21179	<u>DAVISON OIL COMPANY INC</u>	457851-IN	<u>349</u>	1,240.65
21179	<u>DAVISON OIL COMPANY INC</u>	459980-IN	<u>350</u>	937.50
180834	<u>DEANNA VICICH COX</u>	1282021	<u>542</u>	600.00
180834	<u>DEANNA VICICH COX</u>	2042021	<u>543</u>	1,050.00
21252	<u>DELTA COMPUTER SYSTEMS INC</u>	2052021	<u>1148</u>	15,193.00
191743	<u>DENNISE WOLSTENHOLME, COURT REPORTER</u>	DW-JANUARY 2021	<u>541</u>	2,100.00
185685	<u>DEWBERRY ENGINEERS INC</u>	1917016	<u>574</u>	536.59
136215	<u>DIAGNOSTIC & MEDICAL CLINIC</u>	12292020	<u>940</u>	98.85
191595	<u>DILLON WATERS</u>	1172021	<u>880</u>	130.15
21127	<u>DISTRICT ATTORNEY'S OFFICE</u>	2052021	<u>1190</u>	34,385.36
121857	<u>DIVERSIFIED COMPUTER SERVICES LLC</u>	10103	<u>339</u>	750.00
165542	<u>DOUGLAS PROPST</u>	12302020	<u>876</u>	18.35
21100	<u>E-J BUILDERS</u>	#4;BCP-0222819	<u>566</u>	3,795.45
191997	<u>EASTERN SHORE PHYSICAL THERAPY, INC.</u>	1132021	<u>941</u>	235.00
168073	<u>EASTERN SHORE URGENT CARE, LLC</u>	900217A4349 11132020	<u>942</u>	140.00
51005	<u>ELECTION SYSTEM & SOFTWARE INC</u>	1176669	<u>977</u>	777.94
51005	<u>ELECTION SYSTEM & SOFTWARE INC</u>	1176670	<u>978</u>	27.00
51005	<u>ELECTION SYSTEM & SOFTWARE INC</u>	1177575	<u>979</u>	449.25
62623	<u>EMPIRE TRUCK SALES INC</u>	CE010281305:01	<u>260</u>	732.88
62623	<u>EMPIRE TRUCK SALES INC</u>	CE010281451:01	<u>262</u>	532.60
104310	<u>EMPLOYMENT SCREENING SERVICES INC</u>	13056565	<u>887</u>	399.75
43932	<u>EVANS & COMPANY</u>	143456	<u>185</u>	6,743.25
43932	<u>EVANS & COMPANY</u>	143382	<u>261</u>	189.00
126261	<u>EXPRESS OIL CHANGE - ROBERTSDALE</u>	1904-9692	<u>202</u>	39.94
126261	<u>EXPRESS OIL CHANGE - ROBERTSDALE</u>	1904-10056	<u>203</u>	41.22
126261	<u>EXPRESS OIL CHANGE - ROBERTSDALE</u>	1904-8877	<u>490</u>	61.18
126261	<u>EXPRESS OIL CHANGE - ROBERTSDALE</u>	1904-8877-	<u>1141</u>	61.18
41646	<u>FEDEX</u>	7-237-34066; 2407-7	<u>980</u>	14.64

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Vendor Number	Vendor	Invoice	Document	Invoice Net
41646	<u>FEDEX</u>	7-244-15222; 2407-7	<u>981</u>	56.89
41646	<u>FEDEX</u>	7-251-38817; 2407-7	<u>982</u>	271.00
41646	<u>FEDEX</u>	7-258-66461; 2407-7	<u>983</u>	231.06
142551	<u>FERGUSON ENTERPRISES INC - DAPHNE</u>	1467508	<u>1160</u>	16.66
140652	<u>FERGUSON WATERWORKS</u>	1374087	<u>1143</u>	4,513.75
136514	<u>FLOYDS EXHAUST & PERFORMANCE ACCESSORIES</u>	14855	<u>351</u>	1,290.44
136514	<u>FLOYDS EXHAUST & PERFORMANCE ACCESSORIES</u>	14990	<u>352</u>	239.70
191808	<u>FOLEY HOSPITAL CORP</u>	8721; 1/26/21	<u>1159</u>	808.33
182624	<u>FRANKLIN'S STARTER & ALTERNATOR</u>	64628	<u>282</u>	235.00
136354	<u>G T MICHELLI SCALES</u>	223851	<u>581</u>	5,442.51
27263	<u>GALL'S LLC</u>	BC1274690	<u>5</u>	267.00
27263	<u>GALL'S LLC</u>	BC1274629-1	<u>8</u>	282.00
27263	<u>GALL'S LLC</u>	BC1274629	<u>9</u>	526.00
27263	<u>GALL'S LLC</u>	BC1270426-1	<u>10</u>	158.00
27263	<u>GALL'S LLC</u>	BC1268381	<u>186</u>	900.25
27263	<u>GALL'S LLC</u>	017417631	<u>190</u>	(307.76)
27263	<u>GALL'S LLC</u>	BC1269564	<u>191</u>	118.00
27263	<u>GALL'S LLC</u>	BC1269571	<u>192</u>	118.00
27263	<u>GALL'S LLC</u>	BC1284021	<u>193</u>	696.00
27263	<u>GALL'S LLC</u>	BC1272829	<u>258</u>	622.50
27263	<u>GALL'S LLC</u>	BC1253664	<u>187</u>	151.00
27263	<u>GALL'S LLC</u>	BC1271791	<u>259</u>	183.00
27263	<u>GALL'S LLC</u>	BC1276526	<u>267</u>	220.00
27263	<u>GALL'S LLC</u>	BC1276527	<u>268</u>	152.00
27263	<u>GALL'S LLC</u>	BC1267108	<u>269</u>	28.00
27263	<u>GALL'S LLC</u>	BC1271431	<u>189</u>	571.00
185711	<u>GILMORE SERVICES</u>	116686	<u>912</u>	226.33
185711	<u>GILMORE SERVICES</u>	117918	<u>972</u>	19.76
191100	<u>GRANICUS, LLC</u>	136117	<u>984</u>	11,062.51
27012	<u>GRAYBAR ELECTRIC CO INC - MOBILE</u>	931936038/6963/1452	<u>494</u>	86.52
27012	<u>GRAYBAR ELECTRIC CO INC - MOBILE</u>	9319679704/5304	<u>580</u>	259.40
189486	<u>GSP MARKETING INC</u>	P23544	<u>913</u>	4,583.38
189486	<u>GSP MARKETING INC</u>	P23628	<u>919</u>	8,187.97
189486	<u>GSP MARKETING INC</u>	P23629	<u>921</u>	4,757.85
188260	<u>GUARDIAN RFID</u>	5853	<u>340</u>	11,648.75
188260	<u>GUARDIAN RFID</u>	5874	<u>355</u>	1,075.00
27030	<u>GULF CHRYSLER PLYMOUTH DODGE</u>	6093761/1	<u>283</u>	304.64
185973	<u>GULF CITY BODY & TRAILER WORKS, INC</u>	53407-1	<u>270</u>	96.01
181424	<u>GULF COAST BUILDING SUPPLY & HARDWARE</u>	667774/1	<u>128</u>	38.97
181424	<u>GULF COAST BUILDING SUPPLY & HARDWARE</u>	877943/1	<u>129</u>	21.76
181424	<u>GULF COAST BUILDING SUPPLY & HARDWARE</u>	667858/1	<u>284</u>	397.51
27242	<u>GULF COAST TRUCK & EQUIPMENT CO</u>	120929MB	<u>354</u>	477.45
27181	<u>GULF STATES DISTRIBUTORS</u>	1366521-IN	<u>356</u>	774.00
162093	<u>HBW INC</u>	47207	<u>997</u>	325.00
186607	<u>HERITAGE-CRYSTAL CLEAN LLC</u>	16635060	<u>1152</u>	115.13
120432	<u>HI-LINE</u>	10830722	<u>255</u>	443.90
120432	<u>HI-LINE</u>	10830723	<u>271</u>	444.30
185989	<u>HIGHLAND TECHNICAL SERVICES INC</u>	20-24027/24028/24270	<u>923</u>	8,040.00
185989	<u>HIGHLAND TECHNICAL SERVICES INC</u>	21-24299	<u>998</u>	2,071.25
188391	<u>HILL'S PET NUTRITION INC</u>	237877348	<u>582</u>	447.43

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185351	<u>HOLLAND'S PAINT & BODY</u>	5773	<u>272</u>	3,891.87
185351	<u>HOLLAND'S PAINT & BODY</u>	5772	<u>273</u>	3,670.55
185351	<u>HOLLAND'S PAINT & BODY</u>	5869	<u>274</u>	1,634.10
32419	<u>HUNTER SECURITY INC</u>	2012021	<u>547</u>	200.00
189455	<u>IMC HOSPITALIST LLC</u>	12172020	<u>943</u>	237.53
189455	<u>IMC HOSPITALIST LLC</u>	1222020	<u>944</u>	133.82
189455	<u>IMC HOSPITALIST LLC</u>	12242020	<u>945</u>	174.14
189816	<u>IMC-NORTH BALDWIN PHYSICIANS GROUP</u>	12222020	<u>946</u>	105.49
189816	<u>IMC-NORTH BALDWIN PHYSICIANS GROUP</u>	11232020	<u>947</u>	130.30
189816	<u>IMC-NORTH BALDWIN PHYSICIANS GROUP</u>	20260328950 11232020	<u>948</u>	113.66
189816	<u>IMC-NORTH BALDWIN PHYSICIANS GROUP</u>	20260328970 12222020	<u>949</u>	6.48
189816	<u>IMC-NORTH BALDWIN PHYSICIANS GROUP</u>	11022020	<u>950</u>	82.88
139782	<u>INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC</u>	C49293A	<u>995</u>	180.00
99320	<u>INFIRMARY OCCUPATIONAL HEALTH PC</u>	325887	<u>890</u>	95.00
189759	<u>INGENUITY INC</u>	BL020221-01	<u>891</u>	4,000.00
189759	<u>INGENUITY INC</u>	BL120320-01	<u>996</u>	3,500.00
48864	<u>INGRAM EQUIPMENT LLC</u>	44662-IN	<u>925</u>	3,271.70
107684	<u>INTERNATIONAL CODE COUNCIL</u>	3287374; HARPER	<u>999</u>	405.00
152477	<u>J&R SYSTEM INTEGRATION LLC/SECURITY 101</u>	P28061	<u>926</u>	440.47
152477	<u>J&R SYSTEM INTEGRATION LLC/SECURITY 101</u>	S25297	<u>1000</u>	220.00
192748	<u>JANNA J. HEARN</u>	1282021	<u>1164</u>	4.80
1838	<u>JASON TYLER WOODRUFF</u>	2032021	<u>961</u>	75.00
143271	<u>JAZZY CLEAN JANITORIAL</u>	7445	<u>341</u>	548.86
100861	<u>JOHN G WALTON CONST CO</u>	#7;BCP0208719	<u>911</u>	173,112.58
189627	<u>JOSEPH L DAVIS III</u>	12312020	<u>567</u>	195.27
36251	<u>JUBILEE ACE HOME CENTER</u>	1312021	<u>907</u>	128.01
164321	<u>JUBILEE GLASS LLC</u>	06520	<u>275</u>	2,960.00
107220	<u>KEET CONSULTING SERVICES LLC</u>	102816	<u>1001</u>	3,900.00
107220	<u>KEET CONSULTING SERVICES LLC</u>	102818	<u>1002</u>	1,300.00
39007	<u>KEITH MAP SERVICE</u>	172591	<u>205</u>	169.80
39007	<u>KEITH MAP SERVICE</u>	172636	<u>1163</u>	331.60
183951	<u>KENDEL HENDERSON</u>	1292021	<u>878</u>	105.84
183056	<u>KENT ANTHONY GERBER</u>	1072021	<u>936</u>	8.00
39466	<u>KENTWOOD SPRING WATER</u>	14021284 011521	<u>36</u>	25.43
39466	<u>KENTWOOD SPRING WATER</u>	6771609 011421	<u>546</u>	114.54
158107	<u>KIMBALL MIDWEST - PO'S</u>	8546836	<u>130</u>	485.80
173315	<u>KINGLINE EQUIPMENT - SUMMERDALE</u>	R00091	<u>131</u>	6,900.00
192692	<u>LIFESTAR ALTERNATIVE TRANSPORT SVC, LLC</u>	305	<u>1003</u>	4,275.00
181469	<u>LOIS ROBINSON & ASSOCIATES INC</u>	952089	<u>1161</u>	179.75
181809	<u>LORI G RUFFIN</u>	119,125-127,201-205	<u>544</u>	660.00
192796	<u>LORI WADDLE</u>	1232021	<u>1165</u>	12.32
136872	<u>LOWE'S - DAPHNE</u>	1493	<u>132</u>	1,030.12
136872	<u>LOWE'S - DAPHNE</u>	1494	<u>133</u>	625.98
136872	<u>LOWE'S - DAPHNE</u>	1495	<u>134</u>	311.33
136872	<u>LOWE'S - DAPHNE</u>	1638	<u>285</u>	291.32
136872	<u>LOWE'S - DAPHNE</u>	1872	<u>286</u>	132.05
136872	<u>LOWE'S - DAPHNE</u>	79365	<u>287</u>	19.92
136872	<u>LOWE'S - DAPHNE</u>	79364	<u>288</u>	89.12
87716	<u>LOWE'S - FOLEY</u>	40269	<u>135</u>	26.59
87716	<u>LOWE'S - FOLEY</u>	96194	<u>292</u>	140.49

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87716	<u>LOWE'S - FOLEY</u>	39329	<u>293</u>	87.35
191358	<u>LSC ENVIRONMENTAL PRODUCTS</u>	44150/44215	<u>390</u>	14,080.00
1836	<u>LYNETTE M SPALLER</u>	2021-001	<u>290</u>	3,125.00
185396	<u>MAC'S AUTOGLASS LLC</u>	03232020BC	<u>276</u>	65.00
185396	<u>MAC'S AUTOGLASS LLC</u>	09182020BC	<u>277</u>	245.00
185396	<u>MAC'S AUTOGLASS LLC</u>	09212020BC	<u>278</u>	735.00
185396	<u>MAC'S AUTOGLASS LLC</u>	01132021BC	<u>279</u>	65.00
183041	<u>MANAGEFORCE CORPORATION</u>	BAL20004	<u>1180</u>	6,225.00
193131	<u>MATTHEW BURNS</u>	1142021	<u>872</u>	12.95
149690	<u>McGRIFF TIRE CO INC</u>	4870017774	<u>358</u>	6,264.21
149690	<u>McGRIFF TIRE CO INC</u>	4870017484	<u>359</u>	5,840.90
149690	<u>McGRIFF TIRE CO INC</u>	4870017851	<u>360</u>	269.78
149690	<u>McGRIFF TIRE CO INC</u>	4870017387	<u>1058</u>	2,368.84
149690	<u>McGRIFF TIRE CO INC</u>	4870017766	<u>1059</u>	853.50
190130	<u>MCKESSON MEDICAL</u>	18004519	<u>317</u>	156.20
190130	<u>MCKESSON MEDICAL</u>	18004660	<u>318</u>	12.54
190130	<u>MCKESSON MEDICAL</u>	18005042	<u>319</u>	7.35
123094	<u>McPHERSON CO - PO'S</u>	846600	<u>361</u>	1,178.27
98634	<u>MCPHERSON OIL CO INC/DBA FUELMAN</u>	NP59493487	<u>1156</u>	1,067.50
98634	<u>MCPHERSON OIL CO INC/DBA FUELMAN</u>	NP59519562	<u>1184</u>	1,152.47
156566	<u>MERCHANTS FOODSERVICE</u>	970580	<u>1109</u>	9.08
150682	<u>METRO MARKET TRENDS INC</u>	16950	<u>1005</u>	918.00
40589	<u>MOBILE ASPHALT CO LLC</u>	14282	<u>38</u>	166.06
40589	<u>MOBILE ASPHALT CO LLC</u>	14363	<u>41</u>	113.88
40589	<u>MOBILE ASPHALT CO LLC</u>	14376	<u>87</u>	533.21
40589	<u>MOBILE ASPHALT CO LLC</u>	14379	<u>88</u>	171.35
40589	<u>MOBILE ASPHALT CO LLC</u>	14215	<u>545</u>	1,320.00
40589	<u>MOBILE ASPHALT CO LLC</u>	14371/14353	<u>863</u>	20,149.43
40589	<u>MOBILE ASPHALT CO LLC</u>	14380	<u>867</u>	1,108.65
40589	<u>MOBILE ASPHALT CO LLC</u>	14372	<u>868</u>	1,300.92
40589	<u>MOBILE ASPHALT CO LLC</u>	14374/14375	<u>869</u>	38,711.54
40589	<u>MOBILE ASPHALT CO LLC</u>	14373/14365	<u>877</u>	10,304.36
40589	<u>MOBILE ASPHALT CO LLC</u>	14351/14367	<u>879</u>	8,598.64
40589	<u>MOBILE ASPHALT CO LLC</u>	14369	<u>881</u>	2,687.45
40589	<u>MOBILE ASPHALT CO LLC</u>	14342	<u>864</u>	2,176.14
40589	<u>MOBILE ASPHALT CO LLC</u>	14339	<u>865</u>	1,354.84
40589	<u>MOBILE ASPHALT CO LLC</u>	14338	<u>866</u>	1,083.45
40589	<u>MOBILE ASPHALT CO LLC</u>	14341	<u>882</u>	2,956.44
40589	<u>MOBILE ASPHALT CO LLC</u>	14355/14366	<u>885</u>	21,642.86
40589	<u>MOBILE ASPHALT CO LLC</u>	14368	<u>888</u>	8,768.24
40589	<u>MOBILE ASPHALT CO LLC</u>	14352	<u>870</u>	2,303.98
40589	<u>MOBILE ASPHALT CO LLC</u>	14381/14364	<u>871</u>	24,437.57
40589	<u>MOBILE ASPHALT CO LLC</u>	14340/14348	<u>874</u>	871.22
89762	<u>MOBILE PRESS REGISTER</u>	36500-2192340;01/21	<u>1029</u>	37.80
127440	<u>MONTGOMERY ADVERTISER</u>	3640414	<u>1006</u>	2,206.62
85180	<u>MOODY'S ELECTRIC INC</u>	APP 2	<u>1110</u>	98,836.80
184292	<u>MURPHY'S QUALITY HAY, INC.</u>	1019	<u>856</u>	400.00
184292	<u>MURPHY'S QUALITY HAY, INC.</u>	1018	<u>857</u>	1,520.00
184292	<u>MURPHY'S QUALITY HAY, INC.</u>	184292	<u>858</u>	800.00
184292	<u>MURPHY'S QUALITY HAY, INC.</u>	1023	<u>1168</u>	600.00

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187817	<u>MWI ANIMAL HEALTH</u>	30189281	<u>209</u>	1,170.08
187817	<u>MWI ANIMAL HEALTH</u>	30241180	<u>1144</u>	347.08
180761	<u>NEWELL & BUSH INC</u>	1202021	<u>1069</u>	34,660.00
191436	<u>NINA L CLARK</u>	1132021	<u>939</u>	4.80
119204	<u>NORSTAN COMMUNICATIONS INC</u>	3183076	<u>337</u>	115.00
126877	<u>O'REILLY AUTO PARTS - BAY MINETTE</u>	1134-339082	<u>295</u>	49.99
181574	<u>O'REILLY AUTO PARTS - ROBERTSDALE</u>	1423-191715	<u>136</u>	1,685.24
181574	<u>O'REILLY AUTO PARTS - ROBERTSDALE</u>	1423-193146	<u>137</u>	129.23
181574	<u>O'REILLY AUTO PARTS - ROBERTSDALE</u>	1423-193145	<u>138</u>	174.45
181574	<u>O'REILLY AUTO PARTS - ROBERTSDALE</u>	1423-192398	<u>296</u>	184.34
181574	<u>O'REILLY AUTO PARTS - ROBERTSDALE</u>	1312021-2	<u>917</u>	451.51
43003	<u>OEC</u>	1425646-0	<u>363</u>	311.90
43003	<u>OEC</u>	1425648-0	<u>364</u>	311.90
43003	<u>OEC</u>	1425652-0	<u>365</u>	311.90
191148	<u>ONE CUT GLASS, LLC</u>	1018664	<u>237</u>	275.00
999990	<u>ONETIME-REFUND</u>	1356920	<u>1111</u>	16.00
999990	<u>ONETIME-REFUND</u>	323156	<u>1112</u>	37.00
999990	<u>ONETIME-REFUND</u>	1231220	<u>1113</u>	21.00
999990	<u>ONETIME-REFUND</u>	1215000	<u>1138</u>	30.00
999990	<u>ONETIME-REFUND</u>	328735	<u>1132</u>	16.00
999990	<u>ONETIME-REFUND</u>	1366760	<u>1115</u>	42.00
999990	<u>ONETIME-REFUND</u>	1651020	<u>1116</u>	6.00
999990	<u>ONETIME-REFUND</u>	1086960	<u>1117</u>	30.00
999990	<u>ONETIME-REFUND</u>	1312380	<u>1118</u>	30.00
999990	<u>ONETIME-REFUND</u>	383811	<u>1119</u>	16.00
999990	<u>ONETIME-REFUND</u>	1340240	<u>1121</u>	16.00
999990	<u>ONETIME-REFUND</u>	1646300	<u>1122</u>	16.00
999990	<u>ONETIME-REFUND</u>	1202080	<u>1123</u>	30.00
999990	<u>ONETIME-REFUND</u>	1202980	<u>1124</u>	30.00
999990	<u>ONETIME-REFUND</u>	1203120	<u>1125</u>	30.00
999990	<u>ONETIME-REFUND</u>	1258760	<u>1114</u>	32.00
999990	<u>ONETIME-REFUND</u>	1204440	<u>1127</u>	30.00
999990	<u>ONETIME-REFUND</u>	1206040	<u>1128</u>	30.00
999990	<u>ONETIME-REFUND</u>	1209160	<u>1129</u>	30.00
999990	<u>ONETIME-REFUND</u>	117078	<u>1130</u>	16.00
999990	<u>ONETIME-REFUND</u>	306574	<u>1131</u>	16.00
999990	<u>ONETIME-REFUND</u>	1165800	<u>1120</u>	32.00
999990	<u>ONETIME-REFUND</u>	788000	<u>1133</u>	21.00
999990	<u>ONETIME-REFUND</u>	1440280	<u>1134</u>	16.00
999990	<u>ONETIME-REFUND</u>	1555800	<u>1135</u>	16.00
999990	<u>ONETIME-REFUND</u>	1213980	<u>1136</u>	30.00
999990	<u>ONETIME-REFUND</u>	1214280	<u>1137</u>	30.00
999990	<u>ONETIME-REFUND</u>	1204320	<u>1126</u>	30.00
27022	<u>OPC NEWS, LLC</u>	378249; 987101	<u>985</u>	756.00
27022	<u>OPC NEWS, LLC</u>	378261; 983695	<u>987</u>	3,272.50
27022	<u>OPC NEWS, LLC</u>	380241; 987101	<u>992</u>	1,134.00
27022	<u>OPC NEWS, LLC</u>	380252; 983695	<u>993</u>	485.52
27022	<u>OPC NEWS, LLC</u>	380235; 984131	<u>994</u>	1,475.26
27022	<u>OPC NEWS, LLC</u>	380240; 984066	<u>1170</u>	250.00
174713	<u>PAM'S EMBROIDERY & SEWING</u>	5122-193103	<u>320</u>	10.00

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186450	<u>PARTNERS MANAGING GENERAL UNDERWRITERS</u>	US1181570 2012021	<u>893</u>	62,319.60
121216	<u>PEREGRINE SERVICES INC</u>	420328	<u>1007</u>	132.49
121216	<u>PEREGRINE SERVICES INC</u>	420435	<u>1008</u>	247.99
180999	<u>PETROLEUM TRADERS CORPORATION</u>	1619110	<u>1061</u>	1,215.10
180999	<u>PETROLEUM TRADERS CORPORATION</u>	1622783	<u>1062</u>	10,171.06
180999	<u>PETROLEUM TRADERS CORPORATION</u>	1622785	<u>1063</u>	1,163.98
180999	<u>PETROLEUM TRADERS CORPORATION</u>	1620814	<u>1064</u>	10,385.46
180999	<u>PETROLEUM TRADERS CORPORATION</u>	1621573	<u>1065</u>	9,570.24
180999	<u>PETROLEUM TRADERS CORPORATION</u>	1921891	<u>1066</u>	1,189.40
180999	<u>PETROLEUM TRADERS CORPORATION</u>	1621413	<u>1067</u>	1,525.92
180999	<u>PETROLEUM TRADERS CORPORATION</u>	1923446	<u>1068</u>	10,255.48
47503	<u>PH & J ARCHITECTS INC</u>	#10;1912-GV	<u>557</u>	2,199.26
181888	<u>PICTOMETRY INTERNATIONAL CORP</u>	US426853	<u>1009</u>	146,174.69
192408	<u>PLUMCORE, INC.</u>	8133	<u>559</u>	152,726.68
185084	<u>POWER SYSTEMS OF MS</u>	9226	<u>1145</u>	4,896.00
192465	<u>PPG ARCHITECTURAL FINISHES, INC.</u>	818902074066	<u>927</u>	23,400.00
186326	<u>QCHC INC</u>	5039	<u>1010</u>	145,333.33
147619	<u>QED ENVIRONMENTAL SYSTEMS INC</u>	283776	<u>145</u>	3,294.05
191947	<u>QUADIENT LEASING USA, INC.</u>	N8684005	<u>492</u>	257.52
191947	<u>QUADIENT LEASING USA, INC.</u>	N8697963	<u>493</u>	1,099.92
186797	<u>QUANTUM TECHNOLOGIES INC</u>	QT119564	<u>257</u>	5,644.44
187112	<u>QUEST DIAGNOSTICS</u>	94.50	<u>952</u>	94.50
187112	<u>QUEST DIAGNOSTICS</u>	12282020	<u>953</u>	206.97
97199	<u>RACINE'S FEED GARDEN & SUPPLY INC</u>	780399	<u>239</u>	303.00
97199	<u>RACINE'S FEED GARDEN & SUPPLY INC</u>	780400	<u>240</u>	420.00
97199	<u>RACINE'S FEED GARDEN & SUPPLY INC</u>	780401	<u>242</u>	94.00
123781	<u>REGIONS BANK CORP TRUST</u>	92284	<u>1181</u>	2,450.00
123781	<u>REGIONS BANK CORP TRUST</u>	92285	<u>1182</u>	4,125.00
108898	<u>REHM ANIMAL CLINIC AT TIMBER RUM</u>	162128	<u>895</u>	958.43
183649	<u>REPUBLIC SERVICES #986</u>	1252021	<u>898</u>	1,204.50
85278	<u>ROBERT HUFF DESIGNS</u>	3186	<u>928</u>	6,900.00
51009	<u>ROBERTSDALE AUTO PARTS INC</u>	458011	<u>149</u>	48.49
51009	<u>ROBERTSDALE AUTO PARTS INC</u>	458037	<u>154</u>	210.00
51009	<u>ROBERTSDALE AUTO PARTS INC</u>	458056	<u>158</u>	175.74
51009	<u>ROBERTSDALE AUTO PARTS INC</u>	458087	<u>161</u>	130.07
51009	<u>ROBERTSDALE AUTO PARTS INC</u>	458137	<u>163</u>	130.07
51009	<u>ROBERTSDALE AUTO PARTS INC</u>	458131	<u>167</u>	115.75
51009	<u>ROBERTSDALE AUTO PARTS INC</u>	458084	<u>169</u>	80.38
51009	<u>ROBERTSDALE AUTO PARTS INC</u>	458033	<u>297</u>	56.28
51009	<u>ROBERTSDALE AUTO PARTS INC</u>	458058	<u>299</u>	5.47
51009	<u>ROBERTSDALE AUTO PARTS INC</u>	458102	<u>300</u>	34.14
51009	<u>ROBERTSDALE AUTO PARTS INC</u>	1312021	<u>938</u>	568.22
51043	<u>ROBERTSDALE FEED STORE</u>	150790	<u>767</u>	16.00
51040	<u>ROBERTSDALE POWER EQUIPMENT</u>	1072021	<u>367</u>	460.11
51305	<u>ROBERTSDALE RENT-ALL INC - RENTAL ONLY</u>	106784	<u>368</u>	65.00
51029	<u>ROBERTSON INSURANCE AGENCY INC</u>	8411	<u>1011</u>	5,477.00
54038	<u>SAFETY KLEEN CORP</u>	85066598	<u>211</u>	627.43
182056	<u>SARAH HART SISLAK</u>	12102020	<u>873</u>	22.43
56733	<u>SERVICEMASTER ACTION CLEANING</u>	126562	<u>344</u>	1,697.00
56733	<u>SERVICEMASTER ACTION CLEANING</u>	126515	<u>902</u>	250.00

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189781	<u>SHANNA BONNER</u>	12042020	<u>875</u>	5.41
192751	<u>SHARPS MD OF ALABAMA</u>	8932	<u>1030</u>	900.00
54037	<u>SOUTH ALABAMA REGIONAL</u>	MSS 21-081	<u>909</u>	27,255.42
54037	<u>SOUTH ALABAMA REGIONAL</u>	MSS 21-082	<u>910</u>	4,321.64
170536	<u>SOUTHDATA INC</u>	993219554	<u>89</u>	85.00
170536	<u>SOUTHDATA INC</u>	993221899	<u>90</u>	5,619.37
170536	<u>SOUTHDATA INC</u>	993251043	<u>91</u>	85.00
170536	<u>SOUTHDATA INC</u>	993254483	<u>92</u>	6,212.98
68013	<u>SOUTHEASTERN EQUIPMENT COMPANY</u>	R21115	<u>1146</u>	215.06
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3468911235	<u>343</u>	291.02
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467849573	<u>345</u>	(149.74)
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3465203499	<u>346</u>	30.49
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3464180575	<u>502</u>	289.47
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467911708	<u>503</u>	678.95
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3464710001	<u>504</u>	27.09
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467911709	<u>505</u>	(27.09)
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3465745900	<u>506</u>	147.78
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467521823	<u>507</u>	40.10
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467440310	<u>508</u>	(40.10)
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3466273217	<u>509</u>	168.66
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3466783882	<u>510</u>	9.99
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467521824	<u>511</u>	23.00
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467361020	<u>512</u>	15.99
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3466480837	<u>513</u>	167.50
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3466783886	<u>516</u>	141.14
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3466783887	<u>517</u>	177.55
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467521826	<u>519</u>	11.44
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467261644	<u>520</u>	49.77
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467261645	<u>521</u>	16.99
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467361022	<u>522</u>	11.99
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3466931838	<u>523</u>	299.16
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3466931841	<u>524</u>	1,264.24
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3466931844	<u>525</u>	251.00
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467049981	<u>526</u>	259.99
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467049983	<u>527</u>	656.09
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467049984	<u>528</u>	19.72
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467049985	<u>529</u>	42.54
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467261649	<u>530</u>	63.07
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467261650	<u>531</u>	353.06
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467261655	<u>532</u>	368.23
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467440314	<u>533</u>	165.44
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467440318	<u>534</u>	11.41
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467440316	<u>535</u>	22.24
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467440317	<u>536</u>	27.66
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467440319	<u>537</u>	30.37
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467521829	<u>538</u>	307.71
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467715461	<u>539</u>	(3.36)
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467849574	<u>540</u>	3.36
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3463764605	<u>1039</u>	22.96
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3464445905	<u>1041</u>	24.61

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185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467049980	<u>1042</u>	179.12
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3463633997	<u>1043</u>	62.99
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467521830	<u>1045</u>	131.02
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467521833	<u>1046</u>	35.71
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467521834	<u>1047</u>	49.54
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467521835	<u>1048</u>	259.99
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467715464	<u>1049</u>	354.49
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467715465	<u>1050</u>	103.33
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3468064509	<u>1051</u>	20.98
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467715466	<u>1052</u>	269.56
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467755692	<u>1053</u>	9.98
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3467715467	<u>1054</u>	132.80
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3464248387	<u>1060</u>	137.14
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3461699744	<u>1071</u>	7.65
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3461699745	<u>1072</u>	16.99
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3461699743	<u>1073</u>	396.58
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3462595167	<u>1074</u>	22.98
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3465080721	<u>1075</u>	28.34
185594	<u>STAPLES CONTRACT & COMMERCIAL INC</u>	3464970029	<u>1076</u>	26.80
133938	<u>STATE OF ALABAMA DEPT OF LABOR</u>	B58062	<u>965</u>	790.00
192752	<u>STEELFUSION CLINICAL TOXICOLOGY LAB, LLC</u>	453	<u>1012</u>	1,050.00
65091	<u>STONE CROSBY PC</u>	62407; S/W	<u>1013</u>	3,456.50
65091	<u>STONE CROSBY PC</u>	62241; ADMIN	<u>1014</u>	10,034.20
65091	<u>STONE CROSBY PC</u>	62242; ARCHIVES	<u>1015</u>	67.50
65091	<u>STONE CROSBY PC</u>	62243; BRATS	<u>1016</u>	1,519.50
65091	<u>STONE CROSBY PC</u>	62246; EMA	<u>1017</u>	944.25
65091	<u>STONE CROSBY PC</u>	62245; BLDG INSP	<u>1018</u>	2,835.26
65091	<u>STONE CROSBY PC</u>	62247; HWY	<u>1019</u>	1,032.75
65091	<u>STONE CROSBY PC</u>	62254; P&Z	<u>1020</u>	3,691.30
182059	<u>SUNSOUTH LLC</u>	3797767	<u>462</u>	226.95
34147	<u>SUPERIOR COLLISION INC</u>	10103	<u>321</u>	1,083.50
34147	<u>SUPERIOR COLLISION INC</u>	10121	<u>322</u>	1,062.18
162616	<u>SWEAT TIRE - BAY MINETTE</u>	52317	<u>302</u>	44.77
162616	<u>SWEAT TIRE - BAY MINETTE</u>	52322	<u>303</u>	49.93
162616	<u>SWEAT TIRE - BAY MINETTE</u>	1312021	<u>951</u>	110.00
181289	<u>SWEAT TIRE - FAIRHOPE</u>	55765	<u>178</u>	149.95
54042	<u>SWEAT TIRE - ROBERTSDALE</u>	200194	<u>301</u>	74.95
54042	<u>SWEAT TIRE - ROBERTSDALE</u>	1312021	<u>964</u>	319.90
186451	<u>SYMBOL HEALTH SOLUTIONS LLC</u>	BC00093	<u>897</u>	22,713.85
181082	<u>SYN-TECH SYSTEMS INC</u>	226575	<u>298</u>	294.00
182261	<u>TEAM BG & ASSOCIATES</u>	89339/89340IN	<u>768</u>	472.80
189057	<u>TEAM ONE COMMUNICATIONS - MOBILE</u>	163000774-1	<u>369</u>	12,857.89
149260	<u>TEDDY J FAUST JR</u>	1152021	<u>563</u>	25.18
191433	<u>TERRY V GREEN</u>	1112021	<u>937</u>	8.00
91361	<u>TERRY THOMPSON CHEV & OLDS</u>	348481	<u>176</u>	1,184.69
191646	<u>THE BRIDGE INC</u>	1-2021-02	<u>1179</u>	78,734.00
184294	<u>THE PRINT SHOP</u>	6355	<u>765</u>	67.90
184294	<u>THE PRINT SHOP</u>	6358	<u>766</u>	278.00
183402	<u>THOMAS CHRISTOPHER ELLIOTT</u>	1152021	<u>569</u>	678.73
57071	<u>THOMPSON TRACTOR CO</u>	TTC1-526669	<u>194</u>	21,651.83

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57071	<u>THOMPSON TRACTOR CO</u>	TTC1-525338/525353	<u>195</u>	22,347.68
57071	<u>THOMPSON TRACTOR CO</u>	TTC1-526010	<u>196</u>	4,214.41
57071	<u>THOMPSON TRACTOR CO</u>	TTC1-524257	<u>198</u>	3,065.25
57071	<u>THOMPSON TRACTOR CO</u>	TTC1-522162	<u>201</u>	2,573.06
57071	<u>THOMPSON TRACTOR CO</u>	TTC1-526565	<u>204</u>	2,895.45
57071	<u>THOMPSON TRACTOR CO</u>	SPI00775978	<u>465</u>	827.20
57071	<u>THOMPSON TRACTOR CO</u>	TTC1-520978	<u>466</u>	4,861.49
57071	<u>THOMPSON TRACTOR CO</u>	SPI00786561	<u>467</u>	226.92
57071	<u>THOMPSON TRACTOR CO</u>	SPI00786513	<u>469</u>	215.80
57071	<u>THOMPSON TRACTOR CO</u>	SPI00795834	<u>474</u>	115.85
57071	<u>THOMPSON TRACTOR CO</u>	SPI00795831	<u>475</u>	230.07
57071	<u>THOMPSON TRACTOR CO</u>	SPI00795830	<u>476</u>	140.16
57071	<u>THOMPSON TRACTOR CO</u>	SPI00795825	<u>478</u>	1,294.95
57071	<u>THOMPSON TRACTOR CO</u>	TTC1-525899	<u>206</u>	547.50
57071	<u>THOMPSON TRACTOR CO</u>	TTC1-525722	<u>212</u>	944.50
57071	<u>THOMPSON TRACTOR CO</u>	SPI00795833	<u>483</u>	3.28
57071	<u>THOMPSON TRACTOR CO</u>	SPI00795832	<u>485</u>	1.46
57071	<u>THOMPSON TRACTOR CO</u>	SPI00795824	<u>486</u>	1,256.38
57071	<u>THOMPSON TRACTOR CO</u>	SPI00795826	<u>488</u>	2,323.41
57071	<u>THOMPSON TRACTOR CO</u>	SPI00787686	<u>470</u>	276.75
57071	<u>THOMPSON TRACTOR CO</u>	SPI00789256	<u>471</u>	1,014.32
57071	<u>THOMPSON TRACTOR CO</u>	SPI00795829	<u>491</u>	5,474.90
57071	<u>THOMPSON TRACTOR CO</u>	SPI00778086	<u>1040</u>	250.55
57071	<u>THOMPSON TRACTOR CO</u>	SPI00784441	<u>1057</u>	3,701.41
57071	<u>THOMPSON TRACTOR CO</u>	SPI00688871	<u>1070</u>	195.81
57071	<u>THOMPSON TRACTOR CO</u>	SPI00795828	<u>480</u>	201.04
57071	<u>THOMPSON TRACTOR CO</u>	SPI00795827	<u>482</u>	91.71
1840	<u>THURSTON P BULLOCK</u>	2032021	<u>962</u>	100.00
57327	<u>TONY'S TOWING INC</u>	119278	<u>370</u>	292.50
57327	<u>TONY'S TOWING INC</u>	119279	<u>371</u>	292.50
57327	<u>TONY'S TOWING INC</u>	118935	<u>372</u>	225.00
57038	<u>TRACTOR & EQUIPMENT - MOBILE</u>	W23667	<u>225</u>	5,375.72
57038	<u>TRACTOR & EQUIPMENT - MOBILE</u>	P23765	<u>472</u>	98.05
183743	<u>TRANSUNION RISK & ALTERNATIVE</u>	1508622; JAN'21	<u>1021</u>	280.00
183743	<u>TRANSUNION RISK & ALTERNATIVE</u>	1896110; JAN'21	<u>1022</u>	84.00
89463	<u>TRI-TECH FORENSICS INC</u>	387543	<u>373</u>	2,047.72
58288	<u>TRIPLE "A" FIRE PROTECTION INC</u>	2012021	<u>1078</u>	4,224.00
57039	<u>TRUCK EQUIPMENT SALES INC</u>	7807	<u>323</u>	246.62
57039	<u>TRUCK EQUIPMENT SALES INC</u>	7775	<u>324</u>	449.16
57039	<u>TRUCK EQUIPMENT SALES INC</u>	7847	<u>325</u>	430.86
57039	<u>TRUCK EQUIPMENT SALES INC</u>	7708	<u>326</u>	1,215.21
57039	<u>TRUCK EQUIPMENT SALES INC</u>	7707	<u>328</u>	29.49
57039	<u>TRUCK EQUIPMENT SALES INC</u>	7884	<u>329</u>	3,152.58
57039	<u>TRUCK EQUIPMENT SALES INC</u>	7816	<u>330</u>	1,563.72
57039	<u>TRUCK EQUIPMENT SALES INC</u>	7883	<u>331</u>	1,569.94
57039	<u>TRUCK EQUIPMENT SALES INC</u>	7846	<u>332</u>	1,782.96
57039	<u>TRUCK EQUIPMENT SALES INC</u>	7882	<u>334</u>	3,351.13
57039	<u>TRUCK EQUIPMENT SALES INC</u>	7889	<u>335</u>	789.81
166975	<u>TSA INC</u>	104868	<u>217</u>	1,983.92
166975	<u>TSA INC</u>	105091	<u>294</u>	555.00

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166975	<u>TSA INC</u>	105170	<u>852</u>	670.00
166975	<u>TSA INC</u>	103515	<u>854</u>	26,356.32
192180	<u>TTL, INC.</u>	2100400	<u>929</u>	7,272.34
192180	<u>TTL, INC.</u>	2100402	<u>930</u>	9,296.00
57304	<u>TWO-WAY COMMUNICATIONS INC</u>	64951	<u>32</u>	5,583.33
57304	<u>TWO-WAY COMMUNICATIONS INC</u>	64952	<u>243</u>	500.00
190884	<u>TYLER TECHNOLOGIES, INC.</u>	45-327174	<u>931</u>	1,400.00
112416	<u>ULINE INC</u>	128722759	<u>218</u>	739.91
112416	<u>ULINE INC</u>	129759487	<u>1171</u>	90.00
1835	<u>URGENT CARE BY THE B</u>	11172020	<u>954</u>	200.00
181813	<u>UTILITY ASSOCIATES INC</u>	33230	<u>241</u>	146,870.00
135466	<u>VAN SCOYOC ASSOCIATES</u>	68307	<u>1023</u>	9,500.00
1839	<u>VERNIE HEARD JR</u>	2032021	<u>960</u>	75.00
66295	<u>VOLKERT INC</u>	1112153	<u>932</u>	37,216.67
65201	<u>VULCAN MATERIALS CO</u>	50880588	<u>550</u>	3,668.89
65201	<u>VULCAN MATERIALS CO</u>	50881919	<u>552</u>	1,824.96
65201	<u>VULCAN MATERIALS CO</u>	50885448	<u>556</u>	3,647.62
65201	<u>VULCAN MATERIALS CO</u>	5088549	<u>859</u>	2,060.52
114999	<u>W & W FLOORING AND DESIGN</u>	FO013580	<u>562</u>	1,658.07
84216	<u>W W GRAINGER</u>	976695	<u>94</u>	41.40
84216	<u>W W GRAINGER</u>	9763052389	<u>97</u>	190.34
84216	<u>W W GRAINGER</u>	9762735471	<u>104</u>	99.78
84216	<u>W W GRAINGER</u>	9769228769	<u>105</u>	100.46
84216	<u>W W GRAINGER</u>	9762290949	<u>106</u>	102.00
84216	<u>W W GRAINGER</u>	9771846749	<u>107</u>	110.26
84216	<u>W W GRAINGER</u>	9781657839	<u>244</u>	685.00
84216	<u>W W GRAINGER</u>	9781657847	<u>245</u>	299.00
84216	<u>W W GRAINGER</u>	9779787853	<u>246</u>	106.78
84216	<u>W W GRAINGER</u>	9774549449	<u>248</u>	199.51
84216	<u>W W GRAINGER</u>	9766612593	<u>291</u>	561.00
84216	<u>W W GRAINGER</u>	9779054791	<u>564</u>	105.20
84216	<u>W W GRAINGER</u>	9779054809	<u>572</u>	2,007.05
84216	<u>W W GRAINGER</u>	193435-5	<u>575</u>	1,061.22
84216	<u>W W GRAINGER</u>	9775112098	<u>108</u>	130.80
84216	<u>W W GRAINGER</u>	9774549431	<u>109</u>	78.54
84216	<u>W W GRAINGER</u>	9780452042	<u>894</u>	62.68
84216	<u>W W GRAINGER</u>	9779054783	<u>896</u>	243.84
84216	<u>W W GRAINGER</u>	977709511	<u>899</u>	91.23
84216	<u>W W GRAINGER</u>	9779473280	<u>900</u>	14.97
84216	<u>W W GRAINGER</u>	9779813063	<u>249</u>	131.03
84216	<u>W W GRAINGER</u>	9779787846	<u>250</u>	35.46
84216	<u>W W GRAINGER</u>	9764520483	<u>914</u>	22.08
84216	<u>W W GRAINGER</u>	9766954854	<u>915</u>	193.75
84216	<u>W W GRAINGER</u>	9765514980	<u>916</u>	645.60
84216	<u>W W GRAINGER</u>	9766557491	<u>918</u>	54.80
84216	<u>W W GRAINGER</u>	9774375167/8252	<u>889</u>	1,051.68
84216	<u>W W GRAINGER</u>	9777052680	<u>892</u>	190.34
84216	<u>W W GRAINGER</u>	9766612585	<u>920</u>	111.66
84216	<u>W W GRAINGER</u>	9791930408	<u>924</u>	887.18
84216	<u>W W GRAINGER</u>	9766020540	<u>1147</u>	503.50

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Vendor Number	Vendor	Invoice	Document	Invoice Net
84216	<u>W W GRAINGER</u>	9773690442	<u>1149</u>	184.40
84216	<u>W W GRAINGER</u>	9761675066	<u>901</u>	2,682.56
84216	<u>W W GRAINGER</u>	9771937936	<u>906</u>	408.75
85307	<u>WAL-MART SUPERCENTER - BAY MINETTE</u>	tr07794	<u>93</u>	181.96
85307	<u>WAL-MART SUPERCENTER - BAY MINETTE</u>	TR08249	<u>220</u>	75.00
86191	<u>WARRINER CONSTRUCTION</u>	825829	<u>558</u>	283.50
86191	<u>WARRINER CONSTRUCTION</u>	825830	<u>560</u>	340.50
174473	<u>WASTE PRO OF FLORIDA</u>	2011608	<u>342</u>	221.19
184552	<u>WAVETRONIX LLC</u>	23116	<u>922</u>	1,100.00
94238	<u>WAYNE A DYESS</u>	1252021	<u>1169</u>	266.22
181290	<u>WESCO - FOLEY</u>	2000959782	<u>904</u>	160.60
66024	<u>WESCO DISTRIBUTION - MOBILE</u>	951372	<u>375</u>	188.18
66024	<u>WESCO DISTRIBUTION - MOBILE</u>	951375	<u>378</u>	278.85
66024	<u>WESCO DISTRIBUTION - MOBILE</u>	951373	<u>386</u>	92.10
66029	<u>WEST GROUP PAYMENT CENTER</u>	843292752	<u>226</u>	230.04
66029	<u>WEST GROUP PAYMENT CENTER</u>	82455511	<u>230</u>	214.99
191116	<u>WILKINS, BANKESTER, BILES & WYNNE P.A.</u>	19MM594;JAN'21	<u>1172</u>	1,147.50
80670	<u>WILLIAMS SCOTSMAN INC</u>	8380710/8459110	<u>933</u>	1,144.11
80670	<u>WILLIAMS SCOTSMAN INC</u>	8413106	<u>934</u>	722.16
180360	<u>WILMA L JAYJOHN</u>	1282021	<u>935</u>	8.00
185640	<u>WIRE INDUSTRIES LLC</u>	20753725	<u>374</u>	939.70
66357	<u>WM CORPORATE SERVICES, INC.</u>	1262021	<u>903</u>	1,420.46
146114	<u>WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC</u>	1132021	<u>1024</u>	395.00
146114	<u>WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC</u>	1152021	<u>1025</u>	395.00
66006	<u>WRIGHTS MOTOR PARTS INC</u>	557332	<u>304</u>	279.99
66006	<u>WRIGHTS MOTOR PARTS INC</u>	557473	<u>305</u>	168.59
66006	<u>WRIGHTS MOTOR PARTS INC</u>	1312021	<u>975</u>	179.13
66391	<u>XEROX CORP</u>	12423432	<u>905</u>	109.75
110162	<u>ZACK LONG</u>	12102020	<u>389</u>	1,102.50
95628	<u>ZEP MANUFACTURING COMPANY</u>	9005902050	<u>251</u>	1,944.49
95628	<u>ZEP MANUFACTURING COMPANY</u>	9005886005	<u>576</u>	558.69
95628	<u>ZEP MANUFACTURING COMPANY</u>	9005909995	<u>577</u>	466.43
95628	<u>ZEP MANUFACTURING COMPANY</u>	9005898013	<u>860</u>	2,759.02
95628	<u>ZEP MANUFACTURING COMPANY</u>	900588229	<u>861</u>	88.01
95628	<u>ZEP MANUFACTURING COMPANY</u>	9005898012	<u>862</u>	432.04

Report Total:

\$ 2,779,935.67



Baldwin County Commission

Agenda Action Form

File #: 21-0492, **Version:** 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$2,240,697.76 (two million, two hundred forty thousand, six hundred ninety-seven dollars and seventy-six 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
February 17, 2021

Vendor Summary		Totals	Brief Description
1	AFLAC	21,908.35	Payroll
2	AL DEPT OF ENVIRONMENTAL MANAGEMENT	1,385.00	Permit; Hwy
3	AL STATE DEPT OF REVENUE COLLECTION SVCS	296.71	Payroll
4	ALABAMA CHILD SUPPORT PAYMENT CENTER	2,937.66	Payroll
5	ALABAMA INCOME TAX DIVISION	84,661.17	Payroll
6	ALABAMA POWER CO	1,734.16	Utilities
7	ANISSA COOK	224.63	Land Redemption
8	AT&T	938.68	Telephone
9	AT&T MOBILITY	42.23	Telephone
10	BALDWIN CNTY COMMISSION - BOOTS	37.50	Payroll
11	BALDWIN CNTY COMMISSION - DENTAL 790	12,821.75	Payroll
12	BALDWIN CNTY COMMISSION - HEALTH	500,374.00	Payroll
13	BALDWIN CNTY SHERIFF'S OFFICE	972,272.68	Payroll; Sheriff's
14	BALDWIN COUNTY SEWER SERVICE LLC	655.00	Utilities
15	BALDWIN EMC	9,745.35	Utilities
16	BLUE CROSS & BLUE SHIELD OF AL	412,963.93	Payroll
17	BRANT, SUE	134.94	Land Redemption
18	CENTURYLINK	3,024.18	Telephone
19	CITY OF FAIRHOPE-UTILITIES	16.10	Utilities
20	COOK, ROBERT M	195.52	Land Redemption
21	DANIEL O'BRIEN	1,329.14	Payroll
22	DEPARTMENT OF CHILDREN AND FAMILY SVC	539.98	Payroll
23	FLEXIBLE BENEFITS	9,908.27	Payroll
24	FRONTIER COMMUNICATIONS OF THE SOUTH INC	14.70	Telephone
25	IRS-TAX PAYMENT	788.52	Payroll
26	JODY L WISE CIRCUIT CLERK	50.00	Payroll
27	JUBILEE GLASS LLC	6,316.00	Building Maintenance; CALL
28	LIBERTY NATIONAL LIFE	9,501.86	Payroll
29	METROPOLITAN LIFE INS CO (COBRA)	96.51	Payroll
30	METROPOLITAN LIFE INSURANCE (LONG-TERM)	4,588.85	Payroll
31	METROPOLITAN LIFE INSURANCE (SHORT-TERM)	3,908.34	Payroll
32	METROPOLITAN LIFE INSURANCE CO (GROUP)	2,861.58	Payroll
33	METROPOLITAN LIFE INSURANCE CO (VISION)	5,258.27	Payroll
34	METROPOLITAN LIFE INSURANCE CO (VOL)	10,824.88	Payroll
35	MIDDLETON, DARREN WADE	1,819.56	Land Redemption
36	NATIONS ROOF GULF COAST, LLC	50,106.35	Contract Services
37	NATIONWIDE RETIREMENT SOLUTIONS	29,978.50	Payroll
38	NORTH BALDWIN HOSPITAL WELLNESS CENTER	184.00	Payroll
39	NORTH BALDWIN UTILITIES	52,774.95	Utilities
40	NUVIEW IRA FBO DOUGLAS GALE	2,380.17	Land Redemption
41	RIVIERA UTILITIES	5,033.14	Utilities
42	RYNO CONSULTING LLC	734.60	Monthly Pay Flow Fee
43	SOUTHERN LIGHT LLC	7,881.09	Utilities
44	SOUTHERN LINC WIRELESS	1,996.41	Utilities
45	SUNSHINE ASSETS LLC	2,748.09	Land Redemption
46	TOWN OF LOXLEY	186.94	Utilities
47	TOWN OF SILVERHILL	221.11	Utilities
48	VDL HOLDINGS LLC	568.89	Land Redemption
49	VERIZON WIRELESS	1,727.52	Telephone
Grand Total		2,240,697.76	

Baldwin County Commission
Open A/P Summary Report

1/25/2021 8:19:40

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As Of 1/25/2021

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
10346	AFLAC	800 9923522	00001	6,196.60			6,196.60
39441	LIBERTY NATIONAL LIFE	251 9285157	00001	2,643.44			2,643.44
91547	NORTH BALDWIN HOSPITAL WELLNES		00001	106.00			106.00
	General Fund		00001	8,946.04			8,946.04
10346	AFLAC	800 9923522	00105	1,058.96			1,058.96
39441	LIBERTY NATIONAL LIFE	251 9285157	00105	389.00			389.00
	Juvenile Detention Fac Fund		00105	1,447.96			1,447.96
91547	NORTH BALDWIN HOSPITAL WELLNES		00106	39.00			39.00
	Baldwin Co Archives Fund		00106	39.00			39.00
10346	AFLAC	800 9923522	00109	288.22			288.22
39441	LIBERTY NATIONAL LIFE	251 9285157	00109	287.58			287.58
	Animal Shelter		00109	575.80			575.80
10346	AFLAC	800 9923522	00111	5,900.59			5,900.59
39441	LIBERTY NATIONAL LIFE	251 9285157	00111	2,952.58			2,952.58
	7 Cent Gasoline Tax Fund		00111	8,853.17			8,853.17
10346	AFLAC	800 9923522	00120	660.70			660.70
39441	LIBERTY NATIONAL LIFE	251 9285157	00120	715.10			715.10
	Reappraisal Fund		00120	1,375.80			1,375.80
10346	AFLAC	800 9923522	00140	128.72			128.72
39441	LIBERTY NATIONAL LIFE	251 9285157	00140	54.50			54.50
	Council on Aging Fund		00140	183.22			183.22
10346	AFLAC	800 9923522	00143	529.84			529.84
39441	LIBERTY NATIONAL LIFE	251 9285157	00143	642.48			642.48
91547	NORTH BALDWIN HOSPITAL WELLNES		00143	39.00			39.00
	Section 18 Fund		00143	1,211.32			1,211.32
10346	AFLAC	800 9923522	00144	1,180.08			1,180.08
39441	LIBERTY NATIONAL LIFE	251 9285157	00144	431.08			431.08
	Parks Fund		00144	1,611.16			1,611.16
10346	AFLAC	800 9923522	00146	119.48			119.48
	Eastern Shore Metro Planning O		00146	119.48			119.48
10346	AFLAC	800 9923522	00510	2,164.78			2,164.78
39441	LIBERTY NATIONAL LIFE	251 9285157	00510	667.68			667.68
	Solid Waste Fund		00510	2,832.46			2,832.46
10346	AFLAC	800 9923522	00511	3,680.38			3,680.38
39441	LIBERTY NATIONAL LIFE	251 9285157	00511	718.42			718.42
	Solid Waste Collection Fund		00511	4,398.80			4,398.80
Grand Total(s)			00511	31,594.21			31,594.21

Supplier		Co	Aging			
Number	Name		Balance Open	Current	1 - 0	Over 0
191391	METROPOLITAN LIFE INSURANCE CO	00001	1,052.23	6.36-		1,058.59
191521	METROPOLITAN LIFE INSURANCE CO	00001	4,944.09	133.30-		5,077.39
191522	METROPOLITAN LIFE INSURANCE (S	00001	1,209.12	207.58-		1,416.70
191523	METROPOLITAN LIFE INSURANCE (L	00001	1,831.12	17.56-		1,848.68
191524	METROPOLITAN LIFE INSURANCE CO	00001	2,083.35	19.28-		2,102.63
192000	METROPOLITAN LIFE INS CO (COBR	00001	96.51	96.51		
	General Fund	00001	11,216.42	287.57-		11,503.99
191391	METROPOLITAN LIFE INSURANCE CO	00103	4.71			4.71
191523	METROPOLITAN LIFE INSURANCE (L	00103	5.90			5.90
	County Transportation Fund	00103	10.61			10.61
191391	METROPOLITAN LIFE INSURANCE CO	00104	14.13			14.13
191522	METROPOLITAN LIFE INSURANCE (S	00104	14.60			14.60
191523	METROPOLITAN LIFE INSURANCE (L	00104	19.99			19.99
	Legislative Del Off Fund	00104	48.72			48.72
191391	METROPOLITAN LIFE INSURANCE CO	00105	75.36	4.71-		80.07
191521	METROPOLITAN LIFE INSURANCE CO	00105	415.20			415.20
191522	METROPOLITAN LIFE INSURANCE (S	00105	87.79			87.79
191523	METROPOLITAN LIFE INSURANCE (L	00105	118.59	5.19-		123.78
191524	METROPOLITAN LIFE INSURANCE CO	00105	168.36			168.36
	Juvenile Detention Fac Fund	00105	865.30	9.90-		875.20
191391	METROPOLITAN LIFE INSURANCE CO	00106	18.84			18.84
191521	METROPOLITAN LIFE INSURANCE CO	00106	68.76			68.76
191523	METROPOLITAN LIFE INSURANCE (L	00106	28.81			28.81
191524	METROPOLITAN LIFE INSURANCE CO	00106	23.92			23.92
	Baldwin Co Archives Fund	00106	140.33			140.33
191391	METROPOLITAN LIFE INSURANCE CO	00109	61.23			61.23
191521	METROPOLITAN LIFE INSURANCE CO	00109	86.58			86.58
191522	METROPOLITAN LIFE INSURANCE (S	00109	51.87			51.87
191523	METROPOLITAN LIFE INSURANCE (L	00109	69.76			69.76
191524	METROPOLITAN LIFE INSURANCE CO	00109	60.72			60.72
	Animal Shelter	00109	330.16			330.16
191391	METROPOLITAN LIFE INSURANCE CO	00111	708.85	4.71-		713.56
191521	METROPOLITAN LIFE INSURANCE CO	00111	1,794.08			1,794.08
191522	METROPOLITAN LIFE INSURANCE (S	00111	1,110.69			1,110.69
191523	METROPOLITAN LIFE INSURANCE (L	00111	1,087.07	7.29-		1,094.36
191524	METROPOLITAN LIFE INSURANCE CO	00111	1,111.82			1,111.82
	7 Cent Gasoline Tax Fund	00111	5,812.51	12.00-		5,824.51
191391	METROPOLITAN LIFE INSURANCE CO	00120	190.05			190.05
191521	METROPOLITAN LIFE INSURANCE CO	00120	936.82			936.82
191522	METROPOLITAN LIFE INSURANCE (S	00120	420.32			420.32

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
191523	METROPOLITAN LIFE INSURANCE (L		00120	335.77			335.77
191524	METROPOLITAN LIFE INSURANCE CO		00120	403.88			403.88
	Reappraisal Fund		00120	2,286.84			2,286.84
191391	METROPOLITAN LIFE INSURANCE CO		00140	36.03			36.03
191521	METROPOLITAN LIFE INSURANCE CO		00140	177.30			177.30
191522	METROPOLITAN LIFE INSURANCE (S		00140	143.12			143.12
191523	METROPOLITAN LIFE INSURANCE (L		00140	57.89			57.89
191524	METROPOLITAN LIFE INSURANCE CO		00140	131.56			131.56
	Council on Aging Fund		00140	545.90			545.90
191391	METROPOLITAN LIFE INSURANCE CO		00143	128.83			128.83
191521	METROPOLITAN LIFE INSURANCE CO		00143	729.64			729.64
191522	METROPOLITAN LIFE INSURANCE (S		00143	261.41			261.41
191523	METROPOLITAN LIFE INSURANCE (L		00143	193.10			193.10
191524	METROPOLITAN LIFE INSURANCE CO		00143	266.80			266.80
	Section 18 Fund		00143	1,579.78			1,579.78
191391	METROPOLITAN LIFE INSURANCE CO		00144	84.78	4.71-		89.49
191521	METROPOLITAN LIFE INSURANCE CO		00144	258.36			258.36
191522	METROPOLITAN LIFE INSURANCE (S		00144	95.17			95.17
191523	METROPOLITAN LIFE INSURANCE (L		00144	114.68	5.19-		119.87
191524	METROPOLITAN LIFE INSURANCE CO		00144	166.98			166.98
	Parks Fund		00144	719.97	9.90-		729.87
191391	METROPOLITAN LIFE INSURANCE CO		00146	9.42			9.42
191521	METROPOLITAN LIFE INSURANCE CO		00146	11.90			11.90
191522	METROPOLITAN LIFE INSURANCE (S		00146	11.95			11.95
191523	METROPOLITAN LIFE INSURANCE (L		00146	16.86			16.86
	Eastern Shore Metro Planning O		00146	50.13			50.13
191391	METROPOLITAN LIFE INSURANCE CO		00510	180.39			180.39
191521	METROPOLITAN LIFE INSURANCE CO		00510	670.71			670.71
191522	METROPOLITAN LIFE INSURANCE (S		00510	255.94			255.94
191523	METROPOLITAN LIFE INSURANCE (L		00510	295.71			295.71
191524	METROPOLITAN LIFE INSURANCE CO		00510	260.82			260.82
	Solid Waste Fund		00510	1,663.57			1,663.57
191391	METROPOLITAN LIFE INSURANCE CO		00511	296.73			296.73
191521	METROPOLITAN LIFE INSURANCE CO		00511	731.44			731.44
191522	METROPOLITAN LIFE INSURANCE (S		00511	246.36			246.36
191523	METROPOLITAN LIFE INSURANCE (L		00511	413.60			413.60
191524	METROPOLITAN LIFE INSURANCE CO		00511	580.06			580.06
	Solid Waste Collection Fund		00511	2,268.19			2,268.19
Grand Total(s)			00511	27,538.43	319.37-		27,857.80

..... 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 2855132	Type	M	Date	01/25/21	User ID	ECUTSINGER	
PN	9205620			01/25/21	00105	IRS-TAX PAYMENT	54188				134.04		D	
T7	534923	00105	001	01/22/21		01212114591111	636001408 Payroll Taxes							
						Cash	00018481					134.04	AA	
PN	9205620			01/25/21	00111	IRS-TAX PAYMENT	54188				199.02		D	
T7	534924	00111	001	01/22/21		01212114591112	636001408 Payroll Taxes							
						Cash	00018481					199.02	AA	
PN	9205620			01/25/21	00120	IRS-TAX PAYMENT	54188				455.46		D	
T7	534925	00120	001	01/22/21		01212114591114	636001408 Payroll Taxes							
						Cash	00018481					455.46	AA	
Totals for Bank Account								788.52			788.52			
Totals for Batch								788.52			788.52			
User Total								788.52			788.52			
Grand Total								788.52			788.52			

..... 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 2855133	Type	M	Date	01/25/21	User ID	ECUTSINGER	
PN	9205621			01/25/21	00001	ALABAMA INCOME TAX DIVISION	10365				16,339.24-		D	
T7	533326	00001	001	01/08/21		01052115531335	37585 Payroll Taxes							
						Cash	00018481					16,339.24-	AA	
PN	9205621			01/25/21	00103	ALABAMA INCOME TAX DIVISION	10365				49.78-		D	
T7	533327	00103	001	01/08/21		01052115531336	37585 Payroll Taxes							
						Cash	00018481					49.78-	AA	
PN	9205621			01/25/21	00104	ALABAMA INCOME TAX DIVISION	10365				158.56-		D	
T7	533328	00104	001	01/08/21		01052115531337	37585 Payroll Taxes							
						Cash	00018481					158.56-	AA	
PN	9205621			01/25/21	00105	ALABAMA INCOME TAX DIVISION	10365				1,410.76-		D	
T7	533329	00105	001	01/08/21		01052115531338	37585 Payroll Taxes							
						Cash	00018481					1,410.76-	AA	
PN	9205621			01/25/21	00106	ALABAMA INCOME TAX DIVISION	10365				211.89-		D	
T7	533330	00106	001	01/08/21		01052115531339	37585 Payroll Taxes							
						Cash	00018481					211.89-	AA	
PN	9205621			01/25/21	00109	ALABAMA INCOME TAX DIVISION	10365				560.95-		D	
T7	533332	00109	001	01/08/21		01052115531340	37585 Payroll Taxes							
						Cash	00018481					560.95-	AA	
PN	9205621			01/25/21	00111	ALABAMA INCOME TAX DIVISION	10365				8,885.48-		D	
T7	533333	00111	001	01/08/21		01052115531341	37585 Payroll Taxes							
						Cash	00018481					8,885.48-	AA	
PN	9205621			01/25/21	00120	ALABAMA INCOME TAX DIVISION	10365				3,087.60-		D	
T7	533334	00120	001	01/08/21		01052115531342	37585 Payroll Taxes							

..... 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		3,087.60-	AA				
PN	9205621			01/25/21	00140	ALABAMA INCOME TAX DIVISION	10365	470.55-				D		
T7	533335	00140	001	01/08/21		01052115531343	37585 Payroll Taxes							
						Cash	00018481		470.55-	AA				
PN	9205621			01/25/21	00143	ALABAMA INCOME TAX DIVISION	10365	1,633.67-				D		
T7	533336	00143	001	01/08/21		01052115531344	37585 Payroll Taxes							
						Cash	00018481		1,633.67-	AA				
PN	9205621			01/25/21	00144	ALABAMA INCOME TAX DIVISION	10365	975.64-				D		
T7	533337	00144	001	01/08/21		01052115531345	37585 Payroll Taxes							
						Cash	00018481		975.64-	AA				
PN	9205621			01/25/21	00146	ALABAMA INCOME TAX DIVISION	10365	133.15-				D		
T7	533338	00146	001	01/08/21		01052115531346	37585 Payroll Taxes							
						Cash	00018481		133.15-	AA				
PN	9205621			01/25/21	00510	ALABAMA INCOME TAX DIVISION	10365	3,288.96-				D		
T7	533339	00510	001	01/08/21		01052115531347	37585 Payroll Taxes							
						Cash	00018481		3,288.96-	AA				
PN	9205621			01/25/21	00511	ALABAMA INCOME TAX DIVISION	10365	4,412.62-				D		
T7	533340	00511	001	01/08/21		01052115531348	37585 Payroll Taxes							
						Cash	00018481		4,412.62-	AA				
PN	9205621			01/25/21	00740	ALABAMA INCOME TAX DIVISION	10365	14.89-				D		
T7	533341	00740	001	01/08/21		01052115531349	37585 Payroll Taxes							
						Cash	00018481		14.89-	AA				
PN	9205621			01/25/21	00105	ALABAMA INCOME TAX DIVISION	10365	44.76				D		
T7	533463	00105	001	01/08/21		0107211605361	37585 Payroll Taxes							

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Baldwin County Commission
Manual Payment Journal

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..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		44.76	AA				
PN	9205621			01/25/21	00111	ALABAMA INCOME TAX DIVISION	10365	65.09				D		
T7	533467	00111	001	01/08/21		0107211605362	37585 Payroll Taxes							
						Cash	00018481		65.09	AA				
PN	9205621			01/25/21	00120	ALABAMA INCOME TAX DIVISION	10365	152.88				D		
T7	533468	00120	001	01/08/21		0107211605363	37585 Payroll Taxes							
						Cash	00018481		152.88	AA				
PN	9205621			01/25/21	00001	ALABAMA INCOME TAX DIVISION	10365	1,470.02-				D		
T7	533915	00001	001	01/15/21		0111211550393	37585 Payroll Taxes							
						Cash	00018481		1,470.02-	AA				
PN	9205621			01/25/21	00001	ALABAMA INCOME TAX DIVISION	10365	16,303.76-				D		
T7	534752	00001	001	01/22/21		01202110485836	37585 Payroll Taxes							
						Cash	00018481		16,303.76-	AA				
PN	9205621			01/25/21	00103	ALABAMA INCOME TAX DIVISION	10365	49.78-				D		
T7	534753	00103	001	01/22/21		01202110485837	37585 Payroll Taxes							
						Cash	00018481		49.78-	AA				
PN	9205621			01/25/21	00104	ALABAMA INCOME TAX DIVISION	10365	158.56-				D		
T7	534754	00104	001	01/22/21		01202110485838	37585 Payroll Taxes							
						Cash	00018481		158.56-	AA				
PN	9205621			01/25/21	00105	ALABAMA INCOME TAX DIVISION	10365	1,153.06-				D		
T7	534755	00105	001	01/22/21		01202110485839	37585 Payroll Taxes							
						Cash	00018481		1,153.06-	AA				
PN	9205621			01/25/21	00106	ALABAMA INCOME TAX DIVISION	10365	251.57-				D		
T7	534757	00106	001	01/22/21		01202110485840	37585 Payroll Taxes							

..... 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		251.57-	AA				
PN	9205621			01/25/21	00109	ALABAMA INCOME TAX DIVISION	10365	568.65-				D		
T7	534758	00109	001	01/22/21		01202110485841	37585 Payroll Taxes							
						Cash	00018481		568.65-	AA				
PN	9205621			01/25/21	00111	ALABAMA INCOME TAX DIVISION	10365	9,984.68-				D		
T7	534759	00111	001	01/22/21		01202110485842	37585 Payroll Taxes							
						Cash	00018481		9,984.68-	AA				
PN	9205621			01/25/21	00120	ALABAMA INCOME TAX DIVISION	10365	2,858.43-				D		
T7	534760	00120	001	01/22/21		01202110485843	37585 Payroll Taxes							
						Cash	00018481		2,858.43-	AA				
PN	9205621			01/25/21	00140	ALABAMA INCOME TAX DIVISION	10365	484.48-				D		
T7	534761	00140	001	01/22/21		01202110485844	37585 Payroll Taxes							
						Cash	00018481		484.48-	AA				
PN	9205621			01/25/21	00143	ALABAMA INCOME TAX DIVISION	10365	1,693.32-				D		
T7	534762	00143	001	01/22/21		01202110485845	37585 Payroll Taxes							
						Cash	00018481		1,693.32-	AA				
PN	9205621			01/25/21	00144	ALABAMA INCOME TAX DIVISION	10365	857.73-				D		
T7	534763	00144	001	01/22/21		01202110485846	37585 Payroll Taxes							
						Cash	00018481		857.73-	AA				
PN	9205621			01/25/21	00146	ALABAMA INCOME TAX DIVISION	10365	133.15-				D		
T7	534764	00146	001	01/22/21		01202110485847	37585 Payroll Taxes							
						Cash	00018481		133.15-	AA				
PN	9205621			01/25/21	00510	ALABAMA INCOME TAX DIVISION	10365	3,327.01-				D		
T7	534765	00510	001	01/22/21		01202110485848	37585 Payroll Taxes							

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Baldwin County Commission
Manual Payment Journal

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Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		3,327.01-	AA				
PN	9205621			01/25/21	00511	ALABAMA INCOME TAX DIVISION	10365	3,959.78-				D		
T7	534766	00511	001	01/22/21		01202110485849	37585 Payroll Taxes							
						Cash	00018481		3,959.78-	AA				
PN	9205621			01/25/21	00740	ALABAMA INCOME TAX DIVISION	10365	36.18-				D		
T7	534768	00740	001	01/22/21		01202110485850	37585 Payroll Taxes							
						Cash	00018481		36.18-	AA				
Totals for Bank Account								84,661.17-	84,661.17-					
Totals for Batch								84,661.17-	84,661.17-					
User Total								84,661.17-	84,661.17-					
Grand Total								84,661.17-	84,661.17-					

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 28

NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
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APPROVED PAID INVOICES

10224	00000 AL DEPT OF ENVIR	121 Brantley Rd Permit		I020321A	1,385.00	.00	.00	9205622	
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CASH 999	2021/05	INV 02/03/2021	SEP-CHK: N	DISC: .00	11153000 55906		1,385.00	1099:	
ACCT 10010	DEPT 51700 DUE 02/03/2021	DESC:ADEM "NOI" Permit Brantley Road Dirt Road Paving P			HW16044000.1PRECN		.1PERMIT	.1PERMITFEE	

1	APPROVED PAID INVOICES	TOTAL			1,385.00				
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1	INVOICE(S)	REPORT POST TOTAL			1,385.00				
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INVOICE ENTRY PROOF LIST

CLERK: R BENSON		BATCH: 25		NEW INVOICES					
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE ERR
APPROVED PAID INVOICES									
182668	00000 RYNO CONSULTING	120 7541		I020321A	734.60		.00	.00	9205623
CASH 511	2021/05	INV 01/26/2021	SEP-CHK: N	DISC: .00					
ACCT 11000	DEPT 51700	DUE 02/03/2021	DESC:MONTHLY PAY FLOW FEE			51154801	51500	734.60	1099:
1 APPROVED PAID INVOICES				TOTAL	734.60				
1 INVOICE(S)		REPORT POST TOTAL			734.60				

02/04/2021 10:11 | Baldwin County, AL
R BENSON | A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

CASH ACCOUNT: 999 10010 Treasury Pooled Cash
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO CHECK RUN NET

236088	02/04/2021	PRTD	10009	ALABAMA POWER CO	01/20/2021	I020321	1,734.16
					CHECK	236088 TOTAL:	1,734.16
236089	02/04/2021	PRTD	63589	AT&T	01/22/2021	I020321	102.10
					CHECK	236089 TOTAL:	102.10
236090	02/04/2021	PRTD	97691	BALDWIN COUNTY SEWER SERVICE LLC	01/31/2021	I020321	655.00
					CHECK	236090 TOTAL:	655.00
236091	02/04/2021	PRTD	14005	BALDWIN EMC	02/01/2021	I020321	9,745.35
					CHECK	236091 TOTAL:	9,745.35
236092	02/04/2021	PRTD	27007	CENTURYLINK	01/07/2021	I020321	3,024.18
					CHECK	236092 TOTAL:	3,024.18
236093	02/04/2021	PRTD	19021	CITY OF FAIRHOPE-UTILITIES	01/20/2021	I020321	16.10
					CHECK	236093 TOTAL:	16.10
236094	02/04/2021	PRTD	54257	FRONTIER COMMUNICATIONS OF THE SOUT	01/20/2021	I020321	14.70
					CHECK	236094 TOTAL:	14.70
236095	02/04/2021	PRTD	164321	JUBILEE GLASS LLC	02/02/2021	I020321	6,316.00
					CHECK	236095 TOTAL:	6,316.00
236096	02/04/2021	PRTD	19003	NORTH BALDWIN UTILITIES	02/01/2021	I020321	52,774.95
					CHECK	236096 TOTAL:	52,774.95
236097	02/04/2021	PRTD	51003	RIVIERA UTILITIES	02/01/2021	I020321	5,033.14
					CHECK	236097 TOTAL:	5,033.14

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| P      2
| apcshdsb
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81,505.98

02/04/2021 16:52 | Baldwin County, AL
RBENSON | INVOICE ENTRY PROOF LIST

| P 1
| apinvent

CLERK: RBENSON BATCH: 43				NEW INVOICES					
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED PAID INVOICES									
10	00000 BALDWIN CNTY SHE	473 2042021		M020421A	972,272.68	.00	.00	9205624	
CASH 999	2021/05	INV 02/04/2021	SEP-CHK: N	DISC: .00		10052100 52910	282,906.40	1099:	
ACCT 10010	DEPT 51700	DUE 03/06/2021	DESC:PAYROLL; 02/05/21			10052200 52910	154,287.10	1099:	
						708 22797	10,980.77	1099:	
						10052100 52910	344,104.66	1099:	
						10052200 52910	166,115.43	1099:	
						708 22797	13,878.32	1099:	
1 APPROVED PAID INVOICES			TOTAL		972,272.68				
1 INVOICE(S)			REPORT POST TOTAL		972,272.68				

02/04/2021 16:52
R BENSON

Baldwin County, AL
INVOICE ENTRY PROOF LIST

DUP

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apinvent

FUND	BALANCE	SEG	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT	
ACCOUNT											
100	General Fund		2021	5	316	02/04/2021					
	100-21000							Accounts Payable		947,413.59	
	100-35004							Expenditures	947,413.59		
									-----	-----	
								FUND TOTAL	947,413.59	947,413.59	
708	Community Corrections		2021	5	316	02/04/2021					
	708-21000							Accounts Payable		24,859.09	
	708-22797							Due to Fund 797	24,859.09		
									-----	-----	
								FUND TOTAL	24,859.09	24,859.09	

** END OF REPORT - Generated by Robin Gail. Benson **

1 - 0		
1 - 1		947,413.59 +
1 - 2		24,859.09 +
1 - T	Total	972,272.68 *

02/05/2021 11:00 | Baldwin County, AL
Amanda.Cunningham | BCBS BCC & BCSO 2/5/21

| P 1
| apinvent

CLERK: Amanda.Cunningham			BATCH: 45		NEW INVOICES					
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
APPROVED PAID INVOICES										
14125	00000 BLUE CROSS & BLU	496 42257 999 1222021		I020521	146,316.46		.00	.00	9205625	
CASH 999	2021/05	INV 01/28/2021	SEP-CHK: N	DISC: .00	79010790 51203			2,745.92	1099:	
ACCT 10010	DEPT 51700	DUE 02/05/2021	DESC:BCC WEEKLY CLAIMS		79010790 51203			4,391.50	1099:	
					79010790 51203			1,532.20	1099:	
					79010790 51522			1,040.35	1099:	
					79010790 51201			133,259.85	1099:	
					79010790 51201			897.49	1099:	
					79010790 51201			2,449.15	1099:	
14125	00000 BLUE CROSS & BLU	498 42257 999 1292021		I020521	130,958.73		.00	.00	9205626	
CASH 999	2021/05	INV 02/04/2021	SEP-CHK: N	DISC: .00	79010790 51203			4,095.42	1099:	
ACCT 10010	DEPT 51700	DUE 02/05/2021	DESC:BCC WEEKLY CLAIMS 1/25-1/29/21		79010790 51203			4,053.40	1099:	
					79010790 51203			75.00	1099:	
					79010790 51203			14.00	1099:	
					79010790 51522			988.54	1099:	
					79010790 51201			112,761.29	1099:	
					79010790 51201			7,442.14	1099:	
					79010790 51201			1,528.94	1099:	
14125	00000 BLUE CROSS & BLU	514 42257 998 1222021		I020521	48,016.20		.00	.00	9205627	
CASH 999	2021/05	INV 01/28/2021	SEP-CHK: N	DISC: .00	79010790 51204			1,266.80	1099:	
ACCT 10010	DEPT 51700	DUE 02/05/2021	DESC:BCSO WEEKLY CLAIMS 1/18-1/22/21		79010790 51204			425.20	1099:	
					79010790 51526			203.04	1099:	
					79010790 51202			44,907.14	1099:	
					79010790 51202			1,185.09	1099:	
					79010790 51202			28.93	1099:	
14125	00000 BLUE CROSS & BLU	515 42257 998 1292021		I020521	44,075.57		.00	.00	9205628	
CASH 999	2021/05	INV 02/04/2021	SEP-CHK: N	DISC: .00	79010790 51204			1,575.52	1099:	
ACCT 10010	DEPT 51700	DUE 02/05/2021	DESC:BCSO WEEKLY CLAIMS 1/25-1/29/21		79010790 51204			2,719.60	1099:	
					79010790 51204			282.00	1099:	
					79010790 51526			549.25	1099:	
					79010790 51202			37,536.40	1099:	
					79010790 51202			1,236.79	1099:	
					79010790 51202			176.01	1099:	

02/05/2021 11:00 | Baldwin County, AL
Amanda.Cunningham | BCBS BCC & BCSO 2/5/21

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| apinvent

CLERK: Amanda.Cunningham		BATCH: 45		NEW INVOICES						
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE	ERR
14125	00000 BLUE CROSS & BLU	518 42257-999	2012021	I020521	43,596.97		.00	.00	9205629	
CASH 999	2021/05	INV 02/01/2021	SEP-CHK: N	DISC: .00			79010790 51520	43,596.97	1099:	
ACCT 10010	DEPT 51700	DUE 02/05/2021	DESC:BCC MONTHLY ADMIN FEE 2/1-3/1/21							
5 APPROVED PAID INVOICES				TOTAL	412,963.93					
5 INVOICE(S)				REPORT POST TOTAL	412,963.93					

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1020521 02/05/2021

DUE DATE: 02/05/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
190501	ANISSA COOK	0000		INV	02/04/2021	20421		214			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 725 24000			Land Redem DToPropOwn		224.63					
							224.63				
						CHECK TOTAL	224.63				
54017	AT&T	0000		INV	02/27/2021	251-937-9387;JAN'21		431			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10052200 52510			JailBU Telephone		313.13					
							313.13				
						CHECK TOTAL	313.13				
63589	AT&T	0000		INV	02/27/2021	251-937-4810;JAN'21		391			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 14457239 52510			Bicentenni Telephone		466.05					
							466.05				
						CHECK TOTAL	466.05				
63589	AT&T	0000		INV	02/28/2021	850-968-6223;JAN'21		453			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10051101 52290			Tele Syst OthrChgs		57.40					
							57.40				
						CHECK TOTAL	57.40				
14397	AT&T MOBILITY	0000		INV	02/22/2021	875887640x02012021		461			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10051910 52510			ElectBU Telephone		42.23					
							42.23				
						CHECK TOTAL	42.23				
188788	BRANT, SUE	0000		INV	02/04/2021	20421		221			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 725 24000			Land Redem DToPropOwn		134.94					
							134.94				
						CHECK TOTAL	134.94				

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1020521 02/05/2021
DUE DATE: 02/05/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
192301	COOK, ROBERT M	0000		INV	02/04/2021	20421		219				
	ACCOUNT DETAIL					LINE AMOUNT						
	1 725 24000		Land Redem	DToPropOwn		195.52						
						CHECK TOTAL	195.52					
							195.52					
188806	MIDDLETON, DARREN WAD	0000		INV	02/04/2021	20421		231				
	ACCOUNT DETAIL					LINE AMOUNT						
	1 725 24000		Land Redem	DToPropOwn		1,412.59						
	2 725 24000		Land Redem	DToPropOwn		406.97						
						CHECK TOTAL	1,819.56					
							1,819.56					
191812	NATIONS ROOF GULF COA	0001		INV	01/30/2021	#4; WG20-07		463				
	ACCOUNT DETAIL					LINE AMOUNT						
	1 100 21101		General	APManual		50,106.35						
						CHECK TOTAL	50,106.35					
							50,106.35					
192296	NUVIEW IRA FBO DOUGLA	0000		INV	02/04/2021	20421		227				
	ACCOUNT DETAIL					LINE AMOUNT						
	1 725 24000		Land Redem	DToPropOwn		2,027.49						
							2,027.49					
192296	NUVIEW IRA FBO DOUGLA	0000		INV	02/04/2021	204212		228				
	ACCOUNT DETAIL					LINE AMOUNT						
	1 725 24000		Land Redem	DToPropOwn		352.68						
						CHECK TOTAL	352.68					
							2,380.17					
62367	SOUTHERN LINC WIRELES	0000		INV	02/19/2021	10692961		458				
	ACCOUNT DETAIL					LINE AMOUNT						
	1 10052300 52510		EMA	Telephone		314.16						
						CHECK TOTAL	314.16					
							314.16					
192307	SUNSHINE ASSESTS LLC	0000		INV	02/04/2021	20421		222				
	ACCOUNT DETAIL					LINE AMOUNT						
	1 725 24000		Land Redem	DToPropOwn		2,748.09						

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1020521 02/05/2021
 DUE DATE: 02/05/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
					CHECK TOTAL	2,748.09			
						2,748.09			
145701	SOUTHERN LIGHT LLC	0001	INV	03/03/2021	205551		456		
	ACCOUNT DETAIL				LINE AMOUNT				
	1 10051101 52290	Tele Syst	OthrChgs		7,881.09				
					CHECK TOTAL	7,881.09			
						7,881.09			
181976	VDL HOLDINGS LLC	0000	INV	02/04/2021	20421		224		
	ACCOUNT DETAIL				LINE AMOUNT				
	1 725 24000	Land Redem	DToPropOwn		568.89				
					CHECK TOTAL	568.89			
						568.89			
152240	VERIZON WIRELESS	0000	INV	02/22/2021	9871904701		459		
	ACCOUNT DETAIL				LINE AMOUNT				
	1 14351930 52510	BRATS Adm	Telephone		1,681.24				
	2 10051965 52510	CIS Depar	Telephone		24.79				
	3 14457238 52510	Live Oak	Telephone		21.49				
					CHECK TOTAL	1,727.52			
						1,727.52			
16	INVOICES		WARRANT TOTAL		68,979.73	68,979.73			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P020521B 02/05/2021
 DUE DATE: 02/05/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
180829	AL STATE DEPT OF REVE	0000		INV	02/05/2021	535090		676		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21550					296.71				
						CHECK TOTAL	296.71			
						296.71				
						296.71				
94828	ALABAMA CHILD SUPPORT	0000		INV	02/05/2021	535055		644		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 21560					347.08				
						CHECK TOTAL	347.08			
						347.08				
						347.08				
94828	ALABAMA CHILD SUPPORT	0000		INV	02/05/2021	535056		645		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 105 21560					272.77				
						CHECK TOTAL	272.77			
						272.77				
						272.77				
94828	ALABAMA CHILD SUPPORT	0000		INV	02/05/2021	535057		646		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21560					166.62				
						CHECK TOTAL	166.62			
						166.62				
						166.62				
94828	ALABAMA CHILD SUPPORT	0000		INV	02/05/2021	535058		647		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21560					113.54				
						CHECK TOTAL	113.54			
						113.54				
						113.54				
94828	ALABAMA CHILD SUPPORT	0000		INV	02/05/2021	535059		648		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21560					136.62				
						CHECK TOTAL	136.62			
						136.62				
						136.62				
94828	ALABAMA CHILD SUPPORT	0000		INV	02/05/2021	535060		649		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21560					150.46				
						CHECK TOTAL	150.46			
						150.46				
						150.46				
94828	ALABAMA CHILD SUPPORT	0000		INV	02/05/2021	535061		650		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21560					144.00				
						CHECK TOTAL	144.00			
						144.00				
						144.00				
94828	ALABAMA CHILD SUPPORT	0000		INV	02/05/2021	535062		651		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21560					185.67				
						CHECK TOTAL	185.67			
						185.67				
						185.67				

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 Program ID: Cunningham)

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P020521B 02/05/2021
DUE DATE: 02/05/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
94828	ALABAMA CHILD SUPPORT		0000		INV	02/05/2021	535064		652		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144	21560					15.23				
								15.23			
94828	ALABAMA CHILD SUPPORT		0000		INV	02/05/2021	535065		653		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144	21560					115.38				
								115.38			
94828	ALABAMA CHILD SUPPORT		0000		INV	02/05/2021	535066		654		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21560					230.77				
								230.77			
94828	ALABAMA CHILD SUPPORT		0000		INV	02/05/2021	535067		655		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144	21560					92.31				
								92.31			
94828	ALABAMA CHILD SUPPORT		0000		INV	02/05/2021	535068		656		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21560					480.75				
								480.75			
94828	ALABAMA CHILD SUPPORT		0000		INV	02/05/2021	535069		657		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510	21712					285.69				
								285.69			
94828	ALABAMA CHILD SUPPORT		0000		INV	02/05/2021	535070		658		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21560					200.77				
								200.77			
							CHECK TOTAL	2,937.66			
180373	BALDWIN CNTY COMMISS		0000		INV	02/05/2021	535075		662		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21709		General	DentalAP		4,636.00				
								4,636.00			
180373	BALDWIN CNTY COMMISS		0000		INV	02/05/2021	535076		663		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 103	21709		Cnty Trans	DentalAP		34.00				
								34.00			

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Detail Invoice List

CHECK RUN: P020521B 02/05/2021
DUE DATE: 02/05/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
180373	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535077		664		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 104 21709		Legis Del	DentalAP		57.00				
							57.00			
180373	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535078		665		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 105 21709		Juve Fac	DentalAP		426.00				
							426.00			
180373	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535079		666		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 106 21709		BC Arch	DentalAP		96.50				
							96.50			
180373	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535080		667		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 109 21709		Anim Shltr	DentalAP		160.00				
							160.00			
180373	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535081		668		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21709		7 Cent Gas	DentalAP		3,217.75				
							3,217.75			
180373	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535082		669		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120 21709		Reappr	DentalAP		881.00				
							881.00			
180373	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535083		670		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 140 21709		Counc Age	DentalAP		244.00				
							244.00			
180373	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535084		671		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 143 21709		Sec 18	DentalAP		726.50				
							726.50			
180373	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535086		672		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 144 21709		Parks	DentalAP		324.50				
							324.50			

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Baldwin County, AL



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Detail Invoice List

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CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
180373	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535087		673		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 146 21709		ESMPO	DentalAP		68.00				
							68.00			
180373	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535088		674		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21709		Solid Wst	DentalAP		722.00				
							722.00			
180373	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535089		675		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21709		SW Collect	DentalAP		1,228.50				
							1,228.50			
						CHECK TOTAL	12,821.75			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535098		683		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 21710		General	BCBSAP		177,872.00				
							177,872.00			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535099		684		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 103 21710		Cnty Trans	BCBSAP		1,265.00				
							1,265.00			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535100		685		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 104 21710		Legis Del	BCBSAP		2,363.00				
							2,363.00			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535101		686		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 105 21710		Juve Fac	BCBSAP		15,305.00				
							15,305.00			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535102		687		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 106 21710		BC Arch	BCBSAP		3,064.00				
							3,064.00			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535103		688		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 109 21710		Anim Shltr	BCBSAP		6,922.00				
							6,922.00			

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P020521B 02/05/2021
DUE DATE: 02/05/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535104		689		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21710		7 Cent Gas	BCBSAP		129,095.00				
							129,095.00			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535105		690		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120 21710		Reappr	BCBSAP		35,641.00				
							35,641.00			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535106		691		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 140 21710		Counc Age	BCBSAP		7,972.00				
							7,972.00			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535108		692		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 143 21710		Sec 18	BCBSAP		27,162.00				
							27,162.00			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535109		693		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 144 21710		Parks	BCBSAP		13,035.00				
							13,035.00			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535110		694		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 146 21710		ESMPO	BCBSAP		2,530.00				
							2,530.00			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535111		695		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21710		Solid Wst	BCBSAP		30,143.00				
							30,143.00			
186456	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535112		696		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21710		SW Collect	BCBSAP		48,005.00				
							48,005.00			
						CHECK TOTAL	500,374.00			
188062	BALDWIN CNTY COMMISS	0000		CRM	02/05/2021	535113		697		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21716		7 Cent Gas	EmpBootsAP		-10.00				
							-10.00			

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P020521B 02/05/2021
DUE DATE: 02/05/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
188062	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535114		698		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 144 21716		Parks	EmpBootsAP		30.00				
							30.00			
188062	BALDWIN CNTY COMMISS	0000		INV	02/05/2021	535115		699		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21716		SW Collect	EmpBootsAP		17.50				
							17.50			
						CHECK TOTAL	37.50			
184047	DANIEL O'BRIEN	0000		INV	02/05/2021	535091		677		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 21550					368.30				
							368.30			
184047	DANIEL O'BRIEN	0000		INV	02/05/2021	535092		678		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 106 21550					253.00				
							253.00			
184047	DANIEL O'BRIEN	0000		INV	02/05/2021	535093		679		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120 21550					175.38				
							175.38			
184047	DANIEL O'BRIEN	0000		INV	02/05/2021	535094		680		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120 21550					162.46				
							162.46			
184047	DANIEL O'BRIEN	0000		INV	02/05/2021	535095		681		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21550					252.00				
							252.00			
184047	DANIEL O'BRIEN	0000		INV	02/05/2021	535097		682		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21550					118.00				
							118.00			
						CHECK TOTAL	1,329.14			

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P020521B 02/05/2021
DUE DATE: 02/05/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
189015	DEPARTMENT OF CHILDRE	0000		INV	02/05/2021	535116		700		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21560					193.84				
							193.84			
189015	DEPARTMENT OF CHILDRE	0000		INV	02/05/2021	535117		701		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21712					346.14				
							346.14			
						CHECK TOTAL	539.98			
717	FLEXIBLE BENEFITS	0000		INV	02/05/2021	535008		584		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 143 21714		Sec 18	MedReimbAP		516.69				
							516.69			
717	FLEXIBLE BENEFITS	0000		INV	02/05/2021	535019		585		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 144 21714		Parks	MedReimbAP		62.51				
							62.51			
717	FLEXIBLE BENEFITS	0000		INV	02/05/2021	535030		586		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 146 21714		ESMPO	MedReimbAP		91.67				
							91.67			
717	FLEXIBLE BENEFITS	0000		INV	02/05/2021	535041		587		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21712		Solid Wst	ChldCareAP		208.34				
							208.34			
717	FLEXIBLE BENEFITS	0000		INV	02/05/2021	535052		588		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21714		Solid Wst	MedReimbAP		593.80				
							593.80			
717	FLEXIBLE BENEFITS	0000		INV	02/05/2021	535063		589		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21714		SW Collect	MedReimbAP		556.69				
							556.69			
717	FLEXIBLE BENEFITS	0000		INV	02/05/2021	535118		590		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 21714		General	MedReimbAP		4,171.88				
							4,171.88			

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PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P020521B 02/05/2021
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CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
717	FLEXIBLE BENEFITS		0000		INV	02/05/2021	535192		591		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 105	21714		Juve Fac	MedReimbAP		248.39	248.39			
717	FLEXIBLE BENEFITS		0000		INV	02/05/2021	535203		592		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 106	21714		BC Arch	MedReimbAP		79.17	79.17			
717	FLEXIBLE BENEFITS		0000		INV	02/05/2021	535214		593		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 109	21714		Anim Shltr	MedReimbAP		42.00	42.00			
717	FLEXIBLE BENEFITS		0000		INV	02/05/2021	535225		594		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21714		7 Cent Gas	MedReimbAP		2,190.97	2,190.97			
717	FLEXIBLE BENEFITS		0000		INV	02/05/2021	535236		595		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120	21712		Reappr	ChldCareAP		208.34	208.34			
717	FLEXIBLE BENEFITS		0000		INV	02/05/2021	535247		596		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120	21714		Reappr	MedReimbAP		620.81	620.81			
717	FLEXIBLE BENEFITS		0000		INV	02/05/2021	535258		597		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 140	21714		Counc Age	MedReimbAP		317.01	317.01			
							CHECK TOTAL	9,908.27			
112221	JODY L WISE CIRCUIT C		0000		INV	02/05/2021	535071		659		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21550					50.00	50.00			
							CHECK TOTAL	50.00			

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PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P020521B 02/05/2021
DUE DATE: 02/05/2021

CASH ACCOUNT: 999			10010		Treasury Pooled Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40627	NATIONWIDE RETIREMENT		0000		INV	02/05/2021	535237		629		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100 21615			General	NACOAP		4,433.50				
								4,433.50			
40627	NATIONWIDE RETIREMENT		0000		INV	02/05/2021	535238		630		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 103 21615			Cnty Trans	NACOAP		30.00				
								30.00			
40627	NATIONWIDE RETIREMENT		0000		INV	02/05/2021	535239		631		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 105 21615			Juve Fac	NACOAP		128.00				
								128.00			
40627	NATIONWIDE RETIREMENT		0000		INV	02/05/2021	535240		632		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 109 21615			Anim Shltr	NACOAP		140.00				
								140.00			
40627	NATIONWIDE RETIREMENT		0000		INV	02/05/2021	535241		633		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111 21615			7 Cent Gas	NACOAP		23,547.50				
								23,547.50			
40627	NATIONWIDE RETIREMENT		0000		INV	02/05/2021	535242		634		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120 21615			Reappr	NACOAP		930.00				
								930.00			
40627	NATIONWIDE RETIREMENT		0000		INV	02/05/2021	535243		635		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143 21615			Sec 18	NACOAP		185.00				
								185.00			
40627	NATIONWIDE RETIREMENT		0000		INV	02/05/2021	535244		636		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144 21615			Parks	NACOAP		135.00				
								135.00			
40627	NATIONWIDE RETIREMENT		0000		INV	02/05/2021	535245		637		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510 21615			Solid Wst	NACOAP		169.50				
								169.50			

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CASH ACCOUNT: 999 10010		Treasury Pooled Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
40627	NATIONWIDE RETIREMENT	0000		INV	02/05/2021	535246		638			
ACCOUNT DETAIL						LINE AMOUNT					
1	511	21615	SW Collect	NACOAP		280.00					
							280.00				
						CHECK TOTAL	29,978.50				
80	INVOICES					WARRANT TOTAL	558,273.51	558,273.51			

1 - 0		
1 - 1		31,594.21 +
1 - 2		27,538.43 +
1 - 3		788.52 +
1 - 4		84,661.17 +
1 - 5		1,385.00 +
1 - 6		734.60 +
1 - 7		81,505.98 +
1 - 8		972,272.68 +
1 - 9		412,963.93 +
1 - 10		68,979.73 +
1 - 11		558,273.51 +
1 - T	Total Interim Payments	2,240,697.76 *

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Baldwin County Commission

Agenda Action Form

File #: 21-0447, **Version:** 1

Item #: FA1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Naming and Signage for Recently Purchased Boat Launches and Parks in Baldwin County

STAFF RECOMMENDATION

Discussion Item only at this time - The County Engineer and the County Administrator would like to discuss officially naming the newly acquired properties that are to be used as public County parks and boat launches. In addition, discussion is needed regarding signage for the properties.

Recently purchased properties include the Intracoastal Waterway (ICW) park/boat launch in Orange Beach and the Bon Secour park/boat launch on County Road 6 in the Gulf Shores area.

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

Agenda Action Form

File #: 21-0489, **Version:** 1

Item #: FA2

Meeting Type: BCC Work Session

Meeting Date: 2/17/2021

Item Status: New

From: Commissioner James E. Ball, District 1

Submitted by: Barbara Pate, Executive Commission Assistant

ITEM TITLE

Request to Place a Plaque at Baldwin County Courthouse in Bay Minette to Honor Former Bay Minette Chief of Police, Alec McDowell

STAFF RECOMMENDATION

Discussion Item only at this time - Ms. Jennifer McDowell, granddaughter of former Bay Minette Chief of Police, Alec McDowell, Jr. contacted the Baldwin County Commission requesting that a plaque be hung in the Baldwin County Courthouse in honor of her grandfather, Alec McDowell, Jr. who served with the Bay Minette Police Department for 25 years, and was promoted to Chief of Police in June of 1987 until his retirement on January 1, 1991. Chief McDowell assisted in solving over 200 cases during his career with the Bay Minette Police Department and was recognized by former President George Bush for his professional accomplishments.

See attached email request from Ms. McDowell, February 1, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

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):

As the Commission directs.

Additional instructions/notes: N/A

Carjetta L. Crook

From: Barbara Pate
Sent: Wednesday, February 3, 2021 11:45 AM
To: Joe Davis; Billie Jo Underwood; Charles F. Gruber; Jeb Ball; Wayne Dyess
Cc: Anu Gary; Monica English; Miranda N. McKinnon; Victoria Key; Barbara Pate; Carjetta L. Crook; Kristen Rawson; Keri Green; Michelle Howard
Subject: FW: special request
Importance: High

Good morning Commissioners,

Please see the information below, Commissioner Ball will be presenting this for discussion at the next Work Session on February 17, 2021.

Thank you,
Barbara

Barbara Pate
Commission Executive Assistant
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507
Office: 251-580-1866; Fax: 251-580-2500
barbara.pate@baldwincountyal.gov

From: Shannon L. Spivey <SSPIVEY@baldwincountyal.gov>
Sent: Monday, February 1, 2021 11:48 AM
To: Anu Gary <AGary@baldwincountyal.gov>; Tammy Rieben <tammy.rieben@alacourt.gov>
Cc: Clark Stankoski <clark.stankoski@alacourt.gov>; Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>; Brenda Ganey <brenda.ganey@alacourt.gov> <brenda.ganey@alacourt.gov>
Subject: FW: special request

Please see below request. We started with Brenda Ganey and she suggested we send to Commission Admin (Anu) and the Presiding Judge (Tammy). Can you guys take it from here?

Shannon Spivey

Shannon Spivey
Customer Relationship Manager
Email: SSpivey@baldwincountyal.gov
Website: baldwincountyal.gov
251.970.4014



From: Jill Mason <Jill.Mason@baldwincountyal.gov>
Sent: Monday, February 1, 2021 11:42 AM

To: Shannon L. Spivey <SSPIVEY@baldwincountyal.gov>

Subject: special request

Good morning! Ms. Jennifer McDowell called in for a special request for her grandfather. Mr. Alec McDowell served with the BM city police dept for many years, and had also served as Chief of Police for the dept. Ms. McDowell stated that he was involved in and helped solve over 200 cases while on the force. He was also recognized by President George Bush regarding his involvement with one of those cases. Mr. McDowell is in the early stage of Alzheimer's, and Ms. McDowell wanted to know if a plaque with a picture of her grandfather, could be hung in the county courthouse. She said it would mean the world to him and to his family, and also stated that she wrote her grandfather's biography if anyone were interested in learning about his life and achievements. Her contact number is 251-591-7773. Her email is jennifermcdowell9@gmail.com. Not 100% sure who this needs to go to but Brenda suggested the presiding judge's office and county commission. She also requested to be copied on the emails. Thanks!

Jill Mason

CSRI

Email: Jill.Mason@baldwincountyal.gov

Website: baldwincountyal.gov

251-580-1695



Carjetta L. Crook

From: Rita Diedtrich
Sent: Thursday, February 4, 2021 11:54 AM
To: Barbara Pate
Subject: RE: Alex McDowell, Jr

You are welcome. I am sorry it took a little while. We are currently trying to get all those old records digitalized.

Rita Diedtrich, City Clerk/HR Director
City of Bay Minette
301 D'Olive Street
Bay Minette, AL 36507
(251) 580-1637
rdiedtrich@ci.bay-minette.al.us



From: Barbara Pate <Barbara.Pate@baldwincountyal.gov>
Sent: Thursday, February 4, 2021 11:53 AM
To: Rita Diedtrich <RDiedtrich@ci.bay-minette.al.us>
Cc: Barbara Pate <Barbara.Pate@baldwincountyal.gov>
Subject: RE: Alex McDowell, Jr

Hi Rita,

Thank you so much for researching this information for me!

Have a wonderful day...

Barbara Pate
Commission Executive Assistant
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507
Office: 251-580-1866; Fax: 251-580-2500
barbara.pate@baldwincountyal.gov

From: Rita Diedtrich <RDiedtrich@ci.bay-minette.al.us>
Sent: Thursday, February 4, 2021 11:38 AM
To: Barbara Pate <Barbara.Pate@baldwincountyal.gov>
Subject: Alex McDowell, Jr

Ms. Pate,

Alex McDowell, Jr. came to work for the City on October 15, 1966. He was promoted to Chief of Police in June 1987 and Retired January 1, 1991.

Rita Diedtrich, City Clerk/HR Director
City of Bay Minette
301 D'Olive Street
Bay Minette, AL 36507
(251) 580-1637
rdiedtrich@ci.bay-minette.al.us



Alec McDowell Jr.

Alec worked hard with the community to give youth second chances so they could have the opportunity to turn their lives around. To this day he has changed many lives due to his compassion for others and helping people get on the right track. He put his heart and soul into serving Bay Minette, in hopes to have made a difference.

Air Force (1951 – 1955)

Enlisted at 17-years old

Fought in the Korean War

Awarded for Outstanding Fueling of Military Aircraft in 1955

Was awarded Unit Citation Ribbon for service

Received the Korean Service Metal, with two stars for the battles he was in

South Korean President gave him a metal for being in the war

Police Force (1966 – 1994)

Joined the police force at age 33

Always wanted to become a police officer since he was a little boy

Awarded policeman of the year twice

Went through all the ranks as an officer, Patrolman to Chief

Chief of Police for three years and served for 28 years

Outstanding Recognition for Broughton Case

Awarded in Official Detective Stories Magazine in 1976

Recognized in the Newspaper 121 times for his contributions

Letter of Appreciation from FBI (1971)

Letter of Appreciation from Mayor for bombing investigation (1977)

Recognition for solving 80 burglaries (1980)

Letter of Appreciation for Establishing Ambulance Service at North Baldwin Hospital in 1989

Letter of Appreciation for Service from President George Bush (1990)



Alec McDowell Jr -1953



Explosive Caps-Bombing Case-1977

Ms. Jackson Remains . . .

Two Suspects Returned To Baldwin

By Claire Hamner
Times Staff Writer

Two men charged in the robbery, kidnapping and murder of Dan Broughton on July 11 have been returned to Baldwin County, Sheriff Thomas Benton said Wednesday.

Jerry Toston and Andrew Clayton were turned over to Baldwin County officials following an extradition trial held Tuesday. They were returned to the county late Tuesday night.

23 when she was
She waived her
before a Delaware
Her trial had
August 12, but
office reported
"continued." N
released by the
Ms. Jackson
to extradition
Toston had. Bu
she had been "fin

Bay Minette P.D.
receives award
from magazine

The Bay Minette Police Department has been cited by a national magazine for its work in a murder case, it was announced today.

The editors of Official Detective Stories magazine have notified Chief John C. Trough that the publication's meritorious service citation is being presented to his department for its skillful investigation with the Wilmington, Del., Police Department into the July 1975 murder of James D. Broughton, Jr. in Bay Minette.

Broughton, a grocery clerk, was shot dead in a stickup while bringing cash to the store from a bank. The killers' trail led to Wilmington, where they were arrested by police.

A story on the case called "Never Underestimate Small-Town Cops" appears in the magazine's February 1977 issue.

September 23, 1976

28 Pages

Price: 15 Cents

'Never Underestimate Small Town Cops'

The Bay Minette Police Department has been cited by a national magazine for its work in a murder case. The editors of OFFICIAL DETECTIVE STORIES Magazine, nationally distributed by Dell, have notified Chief John C. Trough that the publication's Meritorious Service Citation is being presented to his department for its skillful co-investigation with the Wilmington, Delaware P.D., into the July, 1975 murder in Bay Minette of James D. Broughton Jr.

Broughton, a grocery clerk, was shot dead in a stickup while bringing cash to the store from a bank. The killers' trail led to Wilmington, where they were tracked down and arrested by local police.

When Chief Trough learned of the citation, his reaction was that of surprise. He told a reporter, "I never expected anything like this." The Chief added that the entire Police force worked on the case and they received a great deal of help and cooperation from the Wilmington Police.

He said it made him feel good that a Police Department as large as Wilmington's would put as much effort into an investigation as they did on this one.

A detailed account of the award-winning investigation, titled, "Never Underestimate Small-Town Cops," appears in the February issue of OFFICIAL DETECTIVE STORIES Magazine, which will soon be released to local newsstands.

The magazine cites the Bay Minette Police Department "in national recognition of achievements in the highest traditions of law enforcement."

City Council

Council makes Alec McDowell city's permanent police chief

Acting official said 'worthy' of Bay Minette post

By GUY BUSBY

Press Register Reporter
BAY MINETTE, Ala. —

The Bay Minette City Council voted Tuesday to make acting Police Chief Alec McDowell the city's permanent chief of police.

Councilman A. Leslie Stiers made the motion, saying McDowell had done a good job since taking over the position on a temporary basis and was "certainly worthy of becoming police chief."

McDowell, a 22-year veteran of the Bay Minette Police Department, became acting chief on April 9 following the resignation of Gale Gee.

Other police action by council members included their voting to authorize the department to take whatever action necessary to remove junked cars from property on U.S. 31 North and to authorize the release of two patrol cars from service.

In other action:

♦ The council agreed to study a rough draft of a vicious dog ordinance to vote on the animal control bill after study and public comment. The draft composed by City Attorney Robert Willis would not prevent unleashed dogs from wandering the streets, but would allow Bay Minette to control dangerous or threatening animals by fining or jailing their owners.

Fines mentioned were up to \$100 for the first infraction, \$300 for the second and up to \$500 after that. Jail terms would start off at up to 10 days. The law would only affect owners of animals which had attacked or threatened people.

♦ The council voted to begin action to have a number of houses condemned and removed from their lots around the city. Mayor Rick-ey Rhodes said the council had been fair to the owners and now "the honeymoon's over."

♦ On another cleaning item, the council voted to accept a \$16,205 bid from Ingram Equipment Inc. of Birmingham for a knuckle-boom loader and dump body. The loader will be used to pick up trash around the city. The council is in the process of getting a truck to mount the device.

McDowell honored by VFW post

BAY MINETTE, Ala. — Lt. Alec McDowell Jr., chief investigator for the Bay Minette Police Dept., received the Outstanding Law Enforcement Officer of the Year Award Tuesday night.

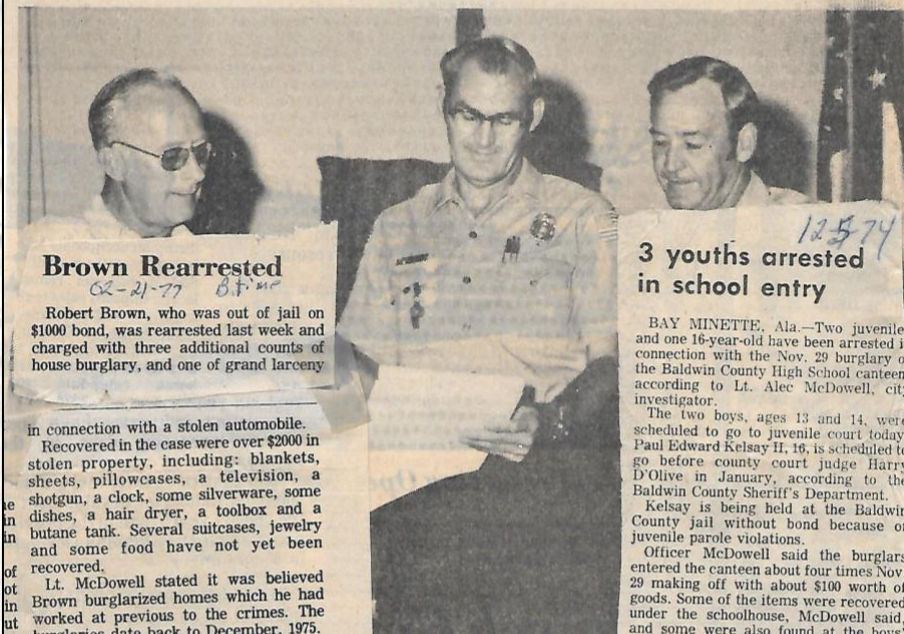
John England, commander of the Bradley-McDowell Veterans of Foreign Wars Post 3568 of Bay Minette, presented the award on behalf of the group. Bay Minette Chief of Police John Trough was also present.

Journalistic Excellence

19, 1975

24 Pages

Price: 15 Cents



Brown Rearrested

Robert Brown, who was out of jail on \$1000 bond, was rearrested last week and charged with three additional counts of house burglary, and one of grand larceny

in connection with a stolen automobile.

Recovered in the case were over \$2000 in stolen property, including: blankets, sheets, pillowcases, a television, a shotgun, a clock, some silverware, some dishes, a hair dryer, a toolbox and a butane tank. Several suitcases, jewelry and some food have not yet been recovered.

Lt. McDowell stated it was believed Brown burglarized homes which he had worked at previous to the crimes. The burglaries date back to December, 1975.

3 youths arrested in school entry

BAY MINETTE, Ala.—Two juveniles and one 16-year-old have been arrested in connection with the Nov. 29 burglary of the Baldwin County High School canteen, according to Lt. Alec McDowell, city investigator.

The two boys, ages 13 and 14, were scheduled to go to juvenile court today. Paul Edward Kelsay II, 16, is scheduled to go before county court judge Harry D'Olive in January, according to the Baldwin County Sheriff's Department.

Kelsay is being held at the Baldwin County jail without bond because of juvenile parole violations.

Officer McDowell said the burglars entered the canteen about four times Nov. 29 making off with about \$100 worth of goods. Some of the items were recovered under the schoolhouse, McDowell said, and some were also found at the boys' homes.

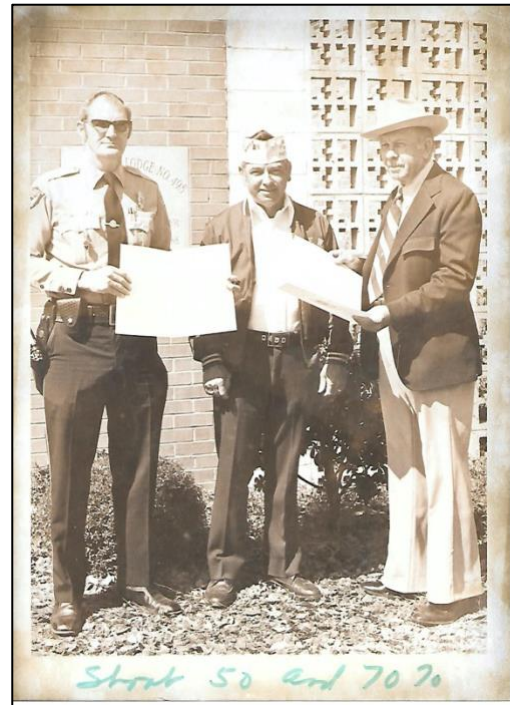
Officer Of The Year Award Presented

John England, Commander of VFW Post 3568 in Bay Minette presents the Officer Of The Year Award to Alex McDowell Jr. of the Bay Minette Police Department as Chief John Trough

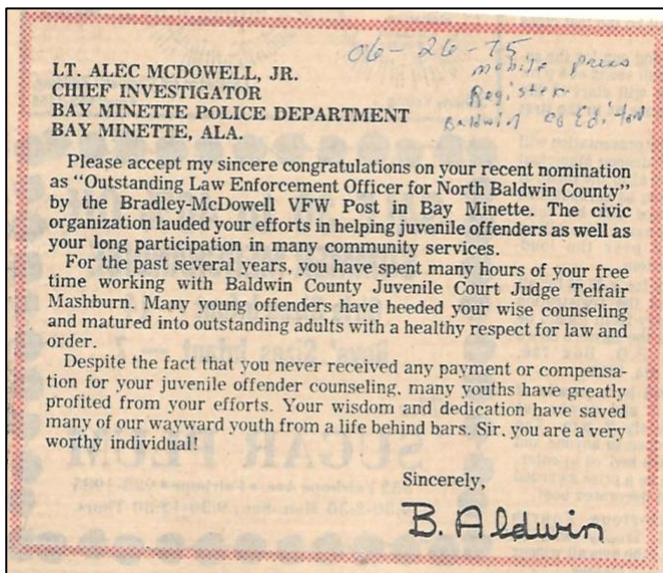
looks on. Officer McDowell was selected for the North Baldwin area as representing the highest ideals of law enforcement.



Policeman of the Year-1975



Policeman of the Year-April 1978



VFW Officer Of Year . . .

Lt. McDowell Praises Peoples' Cooperation

By Claire Hamner
Times Staff Writer

Lt. Alec McDowell, recent winner of the Veterans of Foreign Wars Officer of the Year Award, says Bay Minette people are "just real good people."

"I really appreciate their cooperation because without the help of the people on the street we couldn't do our job," he says. The people have been helpful in giving information and aid to the police, he says.

Lt. McDowell, a native of Bay Minette and a graduate of Baldwin County High School, has been on the Police Force ten years. He became a lieutenant in December of his second year on the force.

On June 17, John England, Commander of VFW, Post 3568, presented Lt. McDowell with the award. The certificate of Appreciation was given "In grateful recognition of unyielding adherence to the highest ideals of law enforcement in maintaining, preserving and protecting the lawful rights of all citizens."

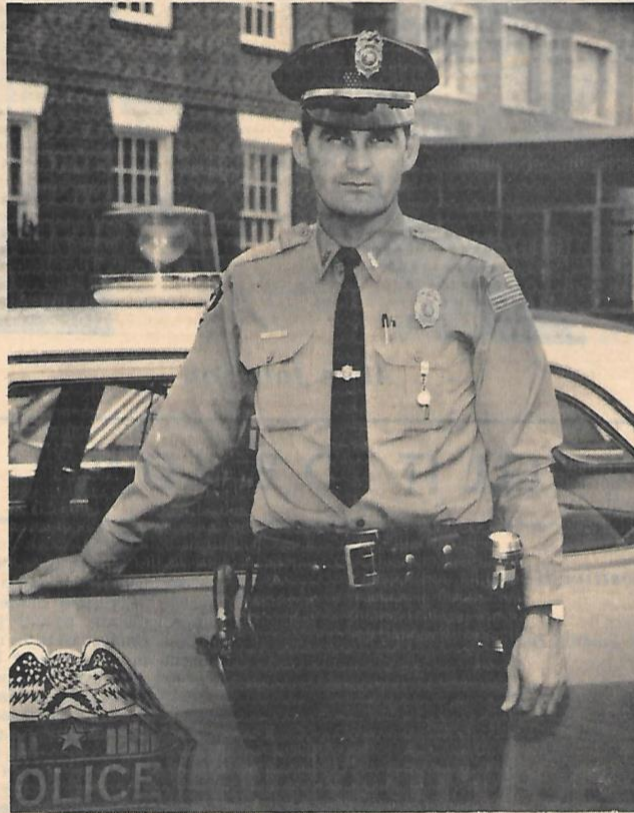
Lt. McDowell, who said he became a police officer to help people, says "I have a job to do and just have to do it the best I know how."

Besides the usual police work and investigating work he does, Lt. McDowell also worked with the juveniles on the side before a juvenile officer came on the force. He says for the large majority, the young people are very good and Bay Minette has no juvenile problem.

Young said the primary reason Lt. McDowell was chosen for the award was his off-duty work with the juveniles. He volunteered to work as a probation officer, Young said.

Before joining the police department, Lt. McDowell worked in the civil service. He joined the Air Force in September, 1951 and was discharged in 1955.

He is married to Betty Joyce Presley and they have two daughters, Deborah Sue Stevens and Donna Lynne, and a son



Police Lt. Alex McDowell



UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

*In Reply, Please Refer to
File No.*

Post Office Box 2128
Mobile, Alabama 36601
October 29, 1971

Lieutenant Alec McDowell
Bay Minette Police Department
Bay Minette, Alabama

Dear Lieutenant McDowell:

Special Agent Allison A. Catlin has advised me of the facts concerning the breakin of the Fort Beveridge Armory, Bay Minette, Alabama, on October 17, 1971, and the excellent manner in which you conducted investigation which resulted in the identification of the persons responsible for this breakin.

I appreciate very much the assistance you have given this office in the past and I want to thank you for this assistance.

Mr. William R. Favre, Jr., Assistant U. S. Attorney, Southern District of Alabama, felt that the prosecution of the two persons responsible for this burglary would be better handled by local authorities in view of the age of one of the defendants and in view of this, he felt the case could not be prosecuted in Federal Court.

I again wish to thank you and if I can be of any assistance to you please feel free to call upon me.

Very truly yours,

A handwritten signature in blue ink that reads "Robert Russ Franck".

Robert Russ Franck
Special Agent in Charge

Letter of Appreciation From FBI-1971



ROBERT R. SCOTT
SPECIAL AGENT IN CHARGE

BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
Birmingham, Alabama

September 20, 1977

Mayor Dollie Bryars
City Hall
Bay Minette, Alabama 36507

Dear Mayor Bryars:

In May 1977, a bombing incident investigation in Bay Minette was successfully closed when James Leo Miller was arrested and charged with the bombing.

I wish to express my appreciation for the assistance and cooperation of the Bay Minette Police Department and, particularly, the individual efforts of Detective Alex McDowell, Jr. The City of Bay Minette is fortunate to have a dedicated employee such as Detective McDowell.

We in the Bureau of Alcohol, Tobacco and Firearms look forward to the continuation of a fine working relationship with the Bay Minette Police Department.

Sincerely,

Sincerely,
Robert A. Scott

Robert R. Scott
Special Agent in Charge

cc: Chief of Police, Bay Minette, Alabama
Detective Alex McDowell, Jr.

July 30, 1980

John C. Trough
Chief of Police
Bay Minette Police Department
P.O. Box 770
Bay Minette, AL 36570

Chief Trough:

I would like to take this opportunity to commend and thank your department's efforts and cooperation and especially Lt. Alex McDowell, Jr. for the solving of eighty (80) burglaries and theft of property cases in the southern area of Alabama. Through their help and coordination we have cleared 23 cases in the city of Mobile and have recovered several thousand dollars worth of property.

Through these efforts of cooperation among the Law Enforcement Agencies we can combine our efforts in combating crime. Working together in a spirit of dedication, no problem should be too big for us to overcome.

Thank you again and please feel free to call upon this department at any time we can be of assistance.

Sincerely,

DONALD M. RIDDLE
Chief of Police

DMR/RR/nm

CC: Lt. Alex McDowell, Jr.

Thank You Letter for Solving Eighty Burglaries-1980



NORTH BALDWIN HOSPITAL

1815 Hand Avenue P.O. Box 1409 Phone 937-5521
Bay Minette, Alabama 36507

J. C. A. H.
Accredited

October 27, 1989

Mr. Alex McDowell
CHIEF OF POLICE
P. O. Box 1208
Bay Minette, Alabama 36507

Dear Mr. McDowell:

This is just to let you know how much we appreciate your efforts in helping us establish our ambulance service here at North Baldwin Hospital.

We hope to provide the best ambulance service available anywhere and with people like you helping us, we can do just that.

Also, we would like to thank you for the cooperation we receive from your police officers who have helped us many times during the year and the quick response we get when we call your department. Thanks once again.

Sincerely,

Gary W. Farrow
ADMINISTRATOR

GF:dw

Letter of Appreciation for Establishing Ambulance Service-1989

THE WHITE HOUSE

WASHINGTON

December 18, 1990

Dear Chief McDowell:

Congratulations on your retirement as Chief of the Bay Minette Police Department after 28 years in the field of law enforcement.

You can be very proud of your efforts to maintain law and order in your community. You have helped to provide a place in which your fellow citizens are able to live, work, and play, secure in the knowledge that you and your colleagues are ensuring their safety. I know that this has often involved great risk and sacrifice for you personally, and I cannot commend you more highly.

Barbara joins me in thanking you for a job well done and in sending our best wishes for every future happiness.

Sincerely,

A handwritten signature in dark ink, appearing to read "G. Bush", written in a cursive style.

Chief Alec McDowell, Jr.
Bay Minette Police Department
Bay Minette, Alabama



Baldwin County Commission

Agenda Action Form

File #: 21-0528, **Version:** 1

Item #: FE1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Submitted by: Christie Davis, Accounting Manager

ITEM TITLE

Management of Grants for the Baldwin County Commission

STAFF RECOMMENDATION

Discussion Item only at this time - Discuss expectations and goals related to the management of grants for the Baldwin County Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: A Staff Accountant - Grants Option position was created in the Accounting/Finance Department during the Fiscal Year 2021 budget cycle. The position was created to manage the monies for banking purposes while allowing for Departments to ultimately obtain and manage the grants within their own departments. Now that the County has moved to a new accounting software with a Grants module, the Clerk/Treasurer is respectfully requesting a discussion related to the grant function within the Baldwin County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Agenda Action Form

File #: 21-0539, **Version:** 1

Item #: HA1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: Addendum

From: Wayne Dyess, County Administrator

Submitted by: Miranda N. McKinnon, Administrative Support Specialist IV

ITEM TITLE

Resolution #2021-053 of the Baldwin County Commission - Act No. 90-449 (Fire Tax) - Magnolia Springs Volunteer Fire Department - Approval of Use of Fire Tax Proceeds

STAFF RECOMMENDATION

Take the following actions:

- 1) Adopt Resolution #2021-053 of the Baldwin County Commission which provides the Baldwin County Commission's required approval for the Magnolia Springs Volunteer Fire Department to utilize its proceeds of taxes derived by Act. No. 90-449 as security for repayment of a loan not to exceed \$45,000.00 (and the repayment of said loan's applicable interest) for the purchase of property adjacent to Magnolia Springs Station 1 located at 14809 Gates Avenue (Parcel No. 55-08-38-0-000-026.001) to provide for future expansion of the current station; and
- 2) Authorize the Baldwin County Commission Chairman to execute any other necessary documentation related to the adoption of Resolution #2021-053, including any other assurances, certificates and financing documents or approvals to affect such approval and purchase of the above described property. This approval does not in any way constitute any financial involvement or obligation of the Baldwin County Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission received a written request (see Exhibit A to Resolution #2021-053) from Magnolia Springs Volunteer Fire Department on February 11, 2021, asking the Commission for approval for said entity to use its proceeds of taxes derived by Act No. 90-449 as security for repayment of a loan not to exceed \$45,000.00 (and the repayment of said loan's applicable interest) for the purchase of property adjacent to Magnolia Springs Station 1 located at 14809 Gates Avenue (Parcel No. 55-08-38-0-000-026.001) to provide for future expansion of the current station.

The Baldwin County Fire Chiefs' Association has approved the request by resolution as required (see Exhibit B to Resolution #2021-053).

BACKGROUND ON ACT NO. 90-449:

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

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

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

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

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

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

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):

Administration - Letter and Resolution to:

Chief Kaylan Driskell
Magnolia Springs Volunteer Fire Department
Post Office Box 51
Magnolia Springs, Alabama 36555

cc: 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 # 2021-053
OF THE
BALDWIN COUNTY COMMISSION**

**AS REQUIRED BY ACT NO. 90-449, PROVIDING FOR A DETERMINATION
BY THE BALDWIN COUNTY COMMISSION RELATING TO A REQUEST FROM
THE MAGNOLIA SPRINGS VOLUNTEER FIRE DEPARTMENT.**

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

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

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

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

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

; and

WHEREAS, the Magnolia Springs Volunteer Fire Department is duly incorporated under the laws of the State of Alabama and remains qualified to receive proceeds derived from Act No. 90-449 and, furthermore, has presented a written request (attached hereto as **Exhibit “A”**) for the consideration of the Baldwin County Commission to approve the utilization of their proceeds of said taxes as security for repayment of a loan not to exceed \$45,000.00 (and the repayment of said loan’s applicable interest) for the purchase of property adjacent to Magnolia Springs Station 1 located at 14809 Gates Avenue (Parcel No. 55-08-38-0-000-026.001) to provide for future expansion of the current station; and

WHEREAS, this honorable county governing body, pursuant to Act No. 90-449, has reviewed the aforementioned written request, as well as the accompanying instrument indicating the required approval of the Baldwin County Fire Chiefs' Association related to the same (attached hereto as **Exhibit "B"**), and finds that such remains an exception to the spending guidelines set forth in said Act No. 90-449 and seeks to provide its approval to said spending exception; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the Magnolia Springs Volunteer Fire Department is hereby authorized to use their proceeds of taxes derived by Act No. 90-449 as security for repayment of a loan not to exceed \$45,000.00 (and the repayment of said loan's applicable interest) for the purchase of property adjacent to Magnolia Springs Station 1 located at 14809 Gates Avenue (Parcel No. 55-08-38-0-000-026.001) to provide for future expansion of the current station.

FURTHER, BE IT RESOLVED, that this instrument, codified as *Resolution #2021-053 of the Baldwin County Commission*, shall in no way obligate the Baldwin County Commission as to the loan sought by the Magnolia Springs Volunteer Fire Department as hereinabove referenced, or any loan, sought or secured by the Magnolia Springs Volunteer Fire Department.

DONE, at the County Seat, in Bay Minette, Alabama, and under the Seal of Baldwin County, Alabama, as affixed on this the 17th day of February 2021.

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne Dyess, County Administrator

Magnolia Springs Volunteer Fire Department

PO Box 51
Magnolia Springs, AL 36555
251-965-7808



Exhibit "A" to Resolution #2021-053

February 5, 2021

Baldwin County Commission
322 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Chairman Davis,

On February 4, 2021 the Baldwin County Fire Chief's association passed a resolution supporting Ad-Valorem funds being utilized to purchase property for future expansion of our current station that is located at 14809 Gates Avenue.

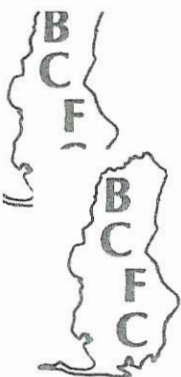
The parcel number for the property is 55-08-38-0-000-026.001 (PPIN 342150) and the purchase price for the lot is \$45,000.00 - it has recently been appraised for \$55,000.00. We have been approved for a \$45,000.00 loan through United Bank, the terms of the loan are \$0.00 down for a period of 10 years with an interest rate of 4% - we have set a closing date for this purchase of February 26, 2021. This property is our only option for future expansion of our current station.

We appreciate the continued support of the Baldwin County Commission in our efforts to provide the best possible service to our wonderful community, please let me know if there is anything else you need from us regarding this request.

Thank you,

A handwritten signature in blue ink that reads "Joby Smith". The signature is stylized with a large, looped "J" and "S".

Joby Smith
President, MSVFD



Baldwin County Fire Chiefs' Association *established 1969*

RESOLUTION

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Act No. 90-449 of the

1990 Legislature provides for a levy of a one and one-half mill tax on all property located in Baldwin County, Alabama, to be distributed among qualified fire departments in the county, and

WHEREAS, said Act provides as follows:

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

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

AND, WHEREAS, Magnolia Springs Volunteer Fire/Rescue Department is 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 Magnolia Springs Volunteer Fire/Rescue Department 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 February 4th, 2020 located at Baldwin 911, 23171 McAuliffe Dr, Robertsdale, AL 36567.

ATTEST:



BALDWIN COUNTY
FIRE CHIEFS'
ASSOCIATION

BY: 



Magnolia Springs Volunteer Fire/Rescue Department
Properties Approved to Purchase

- Property that is adjacent to Magnolia Springs Station 1 which is located at 14809 Gates Avenue, the parcel number is 55-08-38-0-000- 026.001. The purchase price for the lot is \$45,000.00 and it has recently been appraised for \$55,000.00.

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.



Baldwin County Commission

Agenda Action Form

File #: 21-0544, **Version:** 1

Item #: HA2

Meeting Type: BCC Regular Meeting

Meeting Date: 2/17/2021

Item Status: Addendum

From: Cian Harrison, Clerk Treasurer

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Annual Contract to Audit Federal Awards of Baldwin County Commission

STAFF RECOMMENDATION

Approve the Contract to Audit Federal Awards of Baldwin County Commission between the Alabama Department of Examiners of Public Accounts and the Baldwin County Commission, for the period beginning October 1, 2019, and ending September 30, 2020. The cost is \$19,176.00 with \$15,340.80 (80%) due now and the remainder (20%) due after completion of field work.

The contract will begin on January 28, 2021 and end on January 28, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual contract with the Alabama Department of Examiners of Public Accounts to audit federal awards of Baldwin County Commission.

FINANCIAL IMPACT

Total cost of recommendation: Cost not to exceed \$19,176.00.

Budget line item(s) to be used: The new Munis Number to be used for payment is 10051700.51640 Accounting & Auditing Services. \$20,000 was budgeted for this in FY21.

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 and Finance/Accounting

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

Have fully executed contract mailed and emailed to:

Rachel Laurie Riddle, Chief Examiner
Attention: Hannah Jordan Nelson
Department of Examiners of Public Accounts
401 Adams Avenue, Suite 280
Montgomery, Alabama 36104

Hannah.Nelson@examiners.alabama.gov <mailto:Hannah.Nelson@examiners.alabama.gov>

Cc: Cian Harrison
John Marino
Eva Cutsinger
Christie Davis
Ron Cink

Additional instructions/notes: N/A

Location:

401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:

P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

February 10, 2021

Billie Jo Underwood, Chairman
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Dear Sir or Madam:

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, CPA
Director County Audit Division

NM/hn

Enclosure

**CONTRACT TO AUDIT FEDERAL AWARDS
OF
BALDWIN COUNTY COMMISSION**

This contract is entered into on the 10th day of February 2021, 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, 2019 and ending September 30, 2020. 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 nineteen thousand one hundred seventy-six dollars (\$19,176.00). 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.

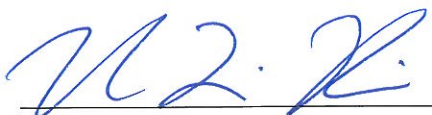
H. Term of Contract

This contract will begin on January 28, 2021 and end on January 28, 2022. 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



Rachel Laurie Riddle
Chief Examiner

Billie Jo Underwood
Chairman

Anu Gary

Subject: FW: Audit Contract - Baldwin County Commission FY 20
Attachments: FY 20 Audit Contract Baldwin County Commission.pdf
Importance: High

From: Nelson, Hannah <hannah.nelson@examiners.alabama.gov>
Sent: Thursday, February 11, 2021 10:07 AM
To: Billie Jo Underwood <BUnderwood@baldwincountyal.gov>
Cc: Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>
Subject: Audit Contract - Baldwin County Commission FY 20
Importance: High

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

Good morning,

I have attached the audit contract between the Department of Examiners of Public Accounts and Baldwin County Commission. If you would, **please sign the agreement and return the signed contract electronically or mail by February 25, 2021.**

Thank you,

Hannah Jordan Nelson
Department of Examiners of Public Accounts
401 Adams Avenue, Suite 280
Montgomery, AL 36104
Hannah.Nelson@examiners.alabama.gov



Confidentiality Notice: The information contained in this email and the documents attached hereto contain confidential information intended only for the use of the intended recipients. If the reader of the message is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution or copying of the information contained herein is strictly prohibited. If you have received this communication in error, please notify the sender immediately by return email and destroy all versions –electronic, paper or otherwise of this communication. To report Fraud, Waste & Abuse: Call 1-844-563-7283 / Email: Report.Fraud@Examiners.Alabama.Gov