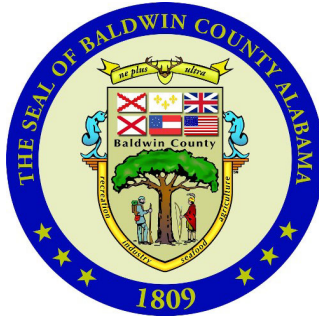


Baldwin County Commission



Baldwin County Commission Work Session Meeting Agenda

**Monday, July 6, 2020
8:30 AM**

Baldwin County Administration Building
County Commission Conference Room
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

June 16, 2020, Regular Meeting

B ACTION ITEMS

BA ADMINISTRATION

- BA1** *2020-2021 Association of County Commissions of Alabama (ACCA) [20-1247](#)
Legislative Committee Appointment
- BA2** *National Association of Counties (NACo) - 2020 Voting Credentials [20-1251](#)

BC ARCHIVES AND HISTORY

- BC1** Baldwin County Historic Development Commission - Board [20-1189](#)
Appointment(s)
- BC2** Request from Fort Mims Restoration Association - Re-enactment and [20-1231](#)
Living History Event at Fort Mims August 29-30, 2020

BD BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)

- BD1** Authorization to Transfer One (1) Baldwin Regional Area Transit [20-1254](#)
System (BRATS) Vehicle to the Town of Newton

-
- | | | |
|-------------|---|--------------------------------|
| BD2 | Supplemental Agreement No. 2 between Baldwin County Commission and the State of Alabama to Amend the Pass Through of Federal Funds for an Urbanized Area and Rural Public Transportation Project | <u>20-1253</u> |
| BE | BUDGET/PURCHASING | |
| BE1 | Competitive Bid #WG18-34 - Provision of Industrial Fittings, Hoses and Accessories for the Baldwin County Commission | <u>20-1217</u> |
| BE2 | *Competitive Bid #WG19-58 - Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse Located in Fairhope, Alabama | <u>20-1235</u> |
| BE3 | Competitive Bid #WG20-31 - Purchase and Installation of Two (2) New 40 ft. x 50 ft. Metal Buildings in Little River, Alabama and Loxley, Alabama for the Baldwin County Commission | <u>20-1226</u> |
| BE4 | Competitive Bid #WG20-32 - Provision of Emulsified Asphalt (Bituminous Materials) for the Baldwin County Commission | <u>20-1211</u> |
| BE5 | Competitive Bid #WG20-33 - Provision of Bottled Water for the Baldwin County Commission | <u>20-1213</u> |
| BE6 | Competitive Bid #WG20-39 - Purchase and Installation of One (1) New 300 kW Generator and One (1) New 400 AMP Automatic Transfer Switch for the Baldwin County Revenue Commission Building Located in Bay Minette, Alabama | <u>20-1215</u> |
| BE7 | Competitive Bid #WG20-40 - Provision of Instant Precooked Meals for the Baldwin County Commission | <u>20-1216</u> |
| BE8 | Competitive Bid #WG20-41 - Annual Scrap Metal & White Good Recycling Services for the Baldwin County Commission | <u>20-1222</u> |
| BE9 | Competitive Bid #WG20-42 - Provision of Vehicle Detergent for the Baldwin County Commission | <u>20-1228</u> |
| BE10 | Competitive Bid #WG20-43 - Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission | <u>20-1252</u> |
| BE11 | Pre-qualification of Contractors for the Construction of Two (2) New Baldwin County Highway Maintenance Buildings Located in Bay Minette and Silverhill, Alabama | <u>20-1209</u> |
| BE12 | Rental of Three (3) New Copy Machines for the Baldwin County Highway Maintenance Facilities Located in Bay Minette, Silverhill, and Foley, Alabama | <u>20-1229</u> |
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- | | | |
|-------------|--|--------------------------------|
| BE13 | Rental of Three (3) New Copy Machines for the Baldwin County Solid Waste Collections Department, Juvenile Detention Center, and the Sales and Use Tax Department for the Baldwin County Commission | <u>20-1210</u> |
| BE14 | 2020 General Obligation Warrants - Authorized Representative Form | <u>20-1227</u> |
| BE15 | Local Amendment of the Community Development Block Grant (CDBG) Project Number CY-CM-PF-18-009, County Road 93 Public Water System Extension | <u>20-1218</u> |
| BE16 | Resolution #2020-092 - Fiscal Year 2019 - 2020 Budget Amendment for Parks Department | <u>20-1230</u> |
| BE17 | Sales & Use Tax Collection Software | <u>20-1262</u> |
| BF | BUILDING INSPECTION | |
| BF1 | Baldwin County Flood Damage Prevention Ordinance Board of Adjustments - Board Appointment(s) | <u>20-1219</u> |
| BK | EMERGENCY MANAGEMENT AGENCY (EMA) | |
| BK1 | Civic Innovation Challenge Grant Application | <u>20-1234</u> |
| BN | HIGHWAY | |
| BN1 | Baldwin County Mitigation Bank - Prescribed Burn and Timber Thinning | <u>20-1260</u> |
| BN2 | Rebuild Alabama - Baldwin County Fiscal Year 2020 County Transportation Plan - County Rebuild Alabama Contractor Report | <u>20-1258</u> |
| BQ | PERSONNEL | |
| BQ1 | Archives Department - Employment of One (1) Part-Time Gate Attendant | <u>20-1240</u> |
| BQ2 | Building Inspection - Position Changes | <u>20-1225</u> |
| BQ3 | Finance Department - Employment of One (1) Junior Staff Accountant | <u>20-1223</u> |
| BQ4 | Highway Department (Bay Minette) - Personnel Changes | <u>20-1224</u> |
| BQ5 | Highway Department (Maintenance Engineering) - Promotion of Employee | <u>20-1249</u> |
| BQ6 | Highway Department (Traffic Operations) - Personnel Changes | <u>20-1221</u> |
| BQ7 | Revenue Commission - Personnel Changes | <u>20-1214</u> |
-

BQ8 Solid Waste Department (Collection Administration) - Employment of One (1) Billing Account Specialist I Position [20-1232](#)

BR PLANNING AND ZONING

BR1 Baldwin County Planning and Zoning Commission - Board Appointment(s) [20-1263](#)

BR2 Proposed Planning (Zoning) District 19 [20-1257](#)

BR3 Proposed Planning (Zoning) District 11 [20-1259](#)

C PRESENTATIONS

D PUBLIC HEARINGS

DA ADMINISTRATION

DA1 Case No. LV-20003 - Alcohol License Application for Circle K Stores, Inc. d/b/a Circle K Store #2704391 [20-1165](#)

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills [20-1243](#)

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [20-1242](#)

F DISCUSSION ITEMS

FE BUDGET/PURCHASING

FE1 DISCUSSION ITEM - Baldwin County Cattle and Fair Association, Inc. Lease Revisions [20-1239](#)

FE2 DISCUSSION ITEM - Purchase of Land from the City of Bay Minette (Bay Minette Police Department Complex) [20-1250](#)

G COMMISSIONER REQUESTS

H ADDENDA

HA GENERAL

HA1 Right of Entry Agreement - Baldwin County Economic Development Alliance, Inc. [20-1277](#)

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- | | | |
|------------|--|--------------------------------|
| HA2 | Space Allocation in County Facilities - Allocation of Space at the Baldwin County Fairhope Satellite Courthouse and Courthouse Campus in Fairhope, Alabama - Resolution #2020-100 | <u>20-1271</u> |
| HA3 | GoRail Joint Letter to Congress | <u>20-1281</u> |
| HA4 | Intergovernmental Support Agreement between Naval Air Station Whiting Field, Florida and the Baldwin County Sheriff's Office for Conducting Emergency Vehicle Operations Course at NOLF Silverhill | <u>20-1282</u> |
| HA5 | Baldwin County Cattle and Fair Association, Inc. Real Estate Lease Amendment | <u>20-1292</u> |
| HA6 | Purchase of Land from the City of Bay Minette (Bay Minette Police Department Complex) | <u>20-1288</u> |
| HA7 | Request from Baldwin County Judge of Probate for Saturday Openings for the Probate Offices Located at Bay Minette, Robertsedale, Foley and Fairhope | <u>20-1291</u> |

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 #: 20-1247, **Version:** 2

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: Replacement

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

*2020-2021 Association of County Commissions of Alabama (ACCA) Legislative Committee Appointment

STAFF RECOMMENDATION

Select Commissioner **James E. (Jeb) Ball** as the Baldwin County Commission's representative to the 2020-2021 Association of County Commissions of Alabama (ACCA) Legislative Committee.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: **Reason for Replacement Item:** During the July 6, 2020, BCC Work Session, the Commission selected Commissioner Ball to be nominated as the Commission representative to the ACCA Legislative Committee.

The County's Legislative Committee Member will be tasked with voicing Baldwin County's legislative needs and concerns, helping construct the 2021 County Platform and leading grassroots efforts to aid in the passage of pro-county legislation.

The ACCA's by-laws require counties to submit the name of its chosen representative only after approval by majority vote of 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? N/A

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

FOLLOW UP IMPLEMENTATION

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

Administration (S-L Botoy and Bay Minette Admin.) Coordinate submission of selected person's name to Lisa Fiore, ACCA by August 1, 2020.

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

ACCA LEGISLATIVE COMMITTEE NOMINEE FORM

On _____ (date), by majority vote of the
_____ (county) County Commission,
Judge / Chairman / Commissioner (circle one)
_____ (name) was appointed to serve
on the 2020-2021 ACCA Legislative Committee.

Signature _____
County Administrator

*Please return this form to Lisa Fiore by email (lfiore@alabamacounties.org) or fax
(334-263-7678) before the August 1, 2020, deadline.*



Baldwin County Commission

Agenda Action Form

File #: 20-1247, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

2020-2021 Association of County Commissions of Alabama (ACCA) Legislative Committee Appointment

STAFF RECOMMENDATION

Action Item with discussion needed for the Commission to select a nominee during work session to be voted on at the following regular meeting.

Select Commissioner **TBD** as the Baldwin County Commission's representative to the 2020-2021 Association of County Commissions of Alabama (ACCA) Legislative Committee.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The County's Legislative Committee Member will be tasked with voicing Baldwin County's legislative needs and concerns, helping construct the 2021 County Platform and leading grassroots efforts to aid in the passage of pro-county legislation.

The ACCA's by-laws require counties to submit the name of its chosen representative only after approval by majority vote of 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? 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:

Submit selected person's name to Lisa Fiore, ACCA by August 1, 2020.

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

ACCA LEGISLATIVE COMMITTEE NOMINEE FORM

On _____ (date), by majority vote of the
_____ (county) County Commission,
Judge / Chairman / Commissioner (circle one)
_____ (name) was appointed to serve
on the 2020-2021 ACCA Legislative Committee.

Signature _____
County Administrator

*Please return this form to Lisa Fiore by email (lfiore@alabamacounties.org) or fax
(334-263-7678) before the August 1, 2020, deadline.*



Baldwin County Commission

Agenda Action Form

File #: 20-1251, **Version:** 2

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Barbara Pate, Commission Executive Assistant

ITEM TITLE

*National Association of Counties (NACo) - 2020 Voting Credentials

STAFF RECOMMENDATION

Select Commissioner **Joe Davis, III** to represent the Baldwin County Commission for the 2020 Virtual Annual Business Meeting for NACo (the Delegate will cast the County's vote in the election).

BACKGROUND INFORMATION

Previous Commission action/date: **Reason for Replacement Item:** During the July 6, 2020 Baldwin County Work Session, the Commission selected Commissioner Joe Davis, III to be the Delegate for the 2020 Virtual Annual Business Meeting for NACo.

Background:

The NACo will conduct its 2020 Annual Business Meeting, July 20. The Commission is authorized to select a delegate to cast a vote on behalf of the County.

Requirements to vote: Register before the 2020 Annual Business Meeting Monday, July 20, at 2:00 p.m. (EDT); paid, 2020 NACo Membership Dues; designate a voting delegate to cast the county's vote in the election.

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:

Submit selected county delegate's name to NACo before the Annual Business Meeting, Monday, July 20 at 2:00 p.m. (EDT).

Individual(s) responsible for follow up:

Sherry-Lea Botoy will email county's ballot to: credentials@naco.org.

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 #: 20-1251, **Version:** 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Barbara Pate, Commission Executive Assistant

ITEM TITLE

National Association of Counties (NACo) - 2020 Voting Credentials

STAFF RECOMMENDATION

Action Item with discussion needed for the Commission to select a nominee during the work session to be voted on at the following regular meeting.

Select Commissioner **TBD** to represent the Baldwin County Commission for the 2020 Virtual Annual Business Meeting for NACo. The Delegate will cast the County's vote in the election.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

The NACo will conduct its 2020 Annual Business Meeting, July 20. The Commission is authorized to select a delegate to cast a vote on behalf of the County.

Requirements to vote: Register before the 2020 Annual Business Meeting Monday, July 20, at 2:00 p.m. (EDT); paid, 2020 NACo Membership Dues; designate a voting delegate to cast the county's vote in the election.

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:

Submit selected county delegate's name to NACo before the Annual Business Meeting, Monday, July 20 at 2:00 p.m. (EDT).

Individual(s) responsible for follow up:

Sherry-Lea Botoy will email county's ballot to: credentials@naco.org.

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 #: 20-1189, **Version:** 1

Item #: BC1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

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, take the following actions:

- 1) Appoint Ms. Ione Jurkiewicz for a pro-rata reduced four (4) year term, to the place seat formerly held by Ms. Gloria Bitto, said term to commence on July 7, 2020, and expire on July 3, 2024; and
- 2) Thank Ms. Gloria Bitto for her prior civic service as a member of the board; and
- 3) Appoint Mr. David Brandon Peed for a pro-rata reduced four (4) year term, to the place seat formerly held by Mr. Johnny Biggs, said term to commence on July 7, 2020, and expire on July 3, 2024; and
- 4) Thank Mr. Johnny Biggs for his prior civic service as a member of the board; and
- 5) Reappoint Ms. Sandra Stewart for a four (4) year term, said term continuing from July 3, 2020, and expiring on July 3, 2024; and
- 6) Reappoint Ms. Jeanette Bornholt for a four (4) year term, said term continuing from July 3, 2020, and expiring on July 3, 2024.

BACKGROUND INFORMATION

Previous Commission action/date: July 17, 2018 - Last BCC action.

Background: The Baldwin County Historic Development Commission was created by Baldwin County Local Legislative 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 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 election/appointment by the Baldwin County Commission, such terms beginning on the 3rd day of July in the year appointed/reappointed 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 nominees are 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 letters to members of the board with copies to Archives and History to the attention of Felisha Anderson.

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

Appointment Letter to:

Ms. Ione Jurkiewicz
P O Box 704
Magnolia Springs, Alabama 36555

Mr. David Brandon Peed
510 East 5th Street
Bay Minette, Alabama 36507

Re-appointment letters to:

Ms. Sandra Stewart
23885 Wolf Bay Drive
Foley, Alabama 36535

Ms. Jeanette Bornholt
26697 Frank Road
Elberta, Alabama 36530

Thank You letter to:

Ms. Gloria Bitto
14114 County Road 83
Elberta, Alabama 36530

Mr. Johnny Biggs
705 Marks Avenue
Bay Minette, Alabama 36507

Additional instructions/notes: N/A

Tawanda Gulley

From: Felisha Anderson
Sent: Monday, June 22, 2020 12:59 PM
To: Tawanda Gulley
Subject: FW: Historic Development Commission

From: Mike Bunn <director@blakeleypark.com>
Sent: Monday, June 22, 2020 12:53 PM
To: Felisha Anderson <fanderson@baldwincountyal.gov>
Subject: RE: Historic Development Commission

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

The BCHDC nominates Lone Jurkiewicz and David Brandon Peed to our two vacant board positions. Mrs. Jurkiewicz, of Magnolia Springs, has a deep interest in Baldwin County history. She lived in the Swift-Coles Historic Home as a child and has been a longtime volunteer with the historic site. Mr. Peed, a business owner in Bay Minette, likewise has an enthusiasm for Baldwin County's rich heritage and is excited to offer his energy and enthusiasm to the Commission.

From: Felisha Anderson <fanderson@baldwincountyal.gov>
Sent: Monday, June 22, 2020 11:30 AM
To: Mike Bunn <director@blakeleypark.com>
Subject: Historic Development Commission

Good Morning, Mike!

I need a statement from you giving both recommended names for the Historic Development Commission Board appointments. I need it before close of business today.

Thank you!

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>





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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
Gloria Bitto 14114 County Road 83 Elberta, AL 36530	Appointed 07/19/2016 for pro-rata reduced term to the place seat formerly held by Steven Grant 07/19/2016 Thanked Steven Grant for his civic service	4 years	07/03/2020
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	Appointed 02/06/2018 for a pro-rata reduced term to the place seat formerly held by Peco Forsman, term commencing 01/30/2018 02/06/2018 Accepted the resignation of Peco Forsman dated 11/07/2017 and thanked him for his civic service	4 years	07/03/2020
Sandra Stewart 23885 Wolf Bay Drive Foley, AL 36535	Reappointed 08/16/2016 term continuing from 07/03/2016	4 years	07/03/2020
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
Johnny Biggs 705 Marks Avenue Bay Minette, AL 36507	Appointed 08/16/2016 for a pro-rata reduced term to the place seat formerly held by Kenneth Underwood 08/16/2016 Thanked Kenneth Underwood for his service on the board	4 years	07/03/2020
Claudia Campbell 64960 Slaughter Lane Stockton, AL 36579	Reappointed 07/17/2018 term continuing from 07/03/2018	4 years	07/04/2022

REVISED: 07/17/2018 akc



Baldwin County Commission

Agenda Action Form

File #: 20-1231, **Version:** 1

Item #: BC2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Request from Fort Mims Restoration Association - Re-enactment and Living History Event at Fort Mims August 29-30, 2020

STAFF RECOMMENDATION

Related to the Fort Mims Restoration Association's Fort Mims Re-enactment and Living History event August 29-30, 2020, take the following actions:

- 1) Approve the Maintenance Paint Crew (Highway Department) to mark/paint the parking lot at Fort Mims State Historic Site just prior to the event; and
- 2) Approve the Parks Crew (Administration Department) to clean up at the Fort Mims State Historic Site just prior to the event; and
- 3) Authorize staff to request Southeast Mosquito Control to provide mosquito spraying for the Fort Mims State Historic Site just prior to the event; and
- 4) Authorize an expenditure of public funds in the amount of \$1,290.00 to be paid to A & M Portables, Inc. for the use of five (5) handicap portable toilets (equipped with toilet paper, hand sanitizer, and a sink outside for handwashing) to be delivered to the event site on Friday, August 28, 2020, and removed on Monday, August 31, 2020; and
- 5) Approve the use of thirty (30) large rolling garbage carts from the Solid Waste Department, for use throughout the Fort Mims Historic State Site for the event, at a cost totaling \$40.00 (\$10.00 delivery fee, \$1.00 per cart); and
- 6) Approve Baldwin Rural Area Transit Systems (BRATS) to donate services on August 29, 2020, for eight (8) hours and August 30, 2020, for 7 hours, at a cost of \$ 1,086.00 to transport attendees.

BACKGROUND INFORMATION

Previous Commission action/date: BCC Regular Meeting 06/18/2019

Background: Ms. Claudia Campbell, President of the Fort Mims Restoration Association (FMRA) has requested assistance from the Baldwin County Commission in preparing the site for the August 29-30, 2020, Re-enactment and Living History event at Fort Mims. Ms. Campbell has also requested the use of a Baldwin Regional Area Transit (BRATS) bus for transporting attendees to and from the site. The FMRA maintains the Fort Mims State Historic Site for the Alabama Historical Commission.

FINANCIAL IMPACT

Total cost of recommendation: \$1,290.00 for A & M Portable restrooms, \$40.00 for trash carts. Total cost of \$1,330. BRATS will donate the transit services. There is no cost for striping the parking area. The Highway Department will donate equipment, labor, and materials for the striping of the parking area for the reenactment.

Budget line item(s) to be used: 51125.5150.03

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Felisha Anderson, Director of Archives and History

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

Claudia Campbell, President
Fort Mims Restoration Association

64960 Slaughter Lane
Stockton, Alabama 36579

Cc: Matthew Brown
Wayne Dyess
Felisha Anderson
Joey Nunnally
Randy Black
Audra Mize
Terri Graham
Ed Fox
Megan Hart
Madison Steele
Cliff Milton
Cian Harrison

Additional instructions/notes: Felisha Anderson: Prepare requisition and coordinate the delivery, pick-up and servicing of the portable restrooms and schedule the mosquito control spraying.

Highway Department: Mark/paint the parking lot at the Fort Mims Historic State Site for vehicles just prior to the event.

Solid Waste Department: Place thirty (30) large rolling garbage cans for use throughout the Fort Mims Historic State Site just prior to the event.

BRATS: Coordinate with Ms. Claudia Campbell.

Felisha Anderson

From: Claudia Campbell <claudia_cmpbll@yahoo.com>
Sent: Wednesday, June 17, 2020 9:42 AM
To: Felisha Anderson
Subject: Ft Mims Living History and Re-enactment Aug 29-30, 2020

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 Felisha,

Planning for the Annual Living History and Re-enactment at Ft Mims has already been in the works! The date for this year is August 29 & 30, 2020, 9a-3p daily. Please note that August 30th is the actual anniversary date- 207 years- of the tragedy at Ft Mims. We will be planning something special for that day.

I am requesting the assistance of the County as we prepare for the event! In the past we have had the Grounds and maintenance crew spruce up the place for visitors, the parking lot has been striped by the Highway crew, the large rolling Garbage cans have been supplied, too, but because of the Covid scare, I think we could decrease the amount to 30 cans this year. We also need 4 Handicap portolets with the hand sanitizer stations and cleaning scheduled late on Saturday afternoon (after 4). Because we have flooding in the swamp, mosquitoes are always a big problem! Can we please get extra assistance and spraying several times during the week before the event.(I'm sure the locals would appreciate this, too!) I would love to have the wagons on site, too. Those add a great deal as we set the scene to look like 1813.

Thank you for all you do to assist with this event and everything else that goes on in Baldwin County! You are always well organized and excited to help and that is greatly appreciated!

With warm regards,
Claudia

Sent from my iPhone



A&M Portables, Inc.

amports@bellsouth.net

P.O. Box 308
Satsuma, AL. 36572
251-679-0933 F: 251-679-1930

Quotation

DATE 6/10/2020

Customer ID

Quotation valid until: 30 DAYS

BILL TO ADDRESS:

BALDWIN COUNTY COMM
312 COURTHOUSE SQUARE
BAY MINETTE AL

SHIP TO ADDRESS:

BALDWIN COUNTY COMM
FORT MIMS REENACTMENT 2020
1813 FORT MIMS RD
STOCKTON AL 36579

Comments or Special Instructions:

CLAUDIA CAMPBELL #251-533-9024

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS

QUANTITY	DESCRIPTION		UNIT PRICE	TAXABLE?	AMOUNT
5	HANDICAP TOILETS	DELIVER 08/28/20 PICK UP 08/31/20	\$ 115.00	N	\$ 575.00
4	HAND WASH	DELIVER 08/28/20 PICK UP 08/31/20	\$ 85.00	N	\$ 340.00
5	HAND SANITIZER	IN 5 HANDICAPS	\$ 25.00	N	\$ 125.00
9	ADDITIONAL SERVICE 08/30 AM (EARLY)	5 HANDICAPS 4 HW	\$ 25.00	N	\$ 225.00
1	ADDITIONAL SERVICE 08/30 AM (EARLY)	1 HANDICAP ONSITE UNIT	\$ 25.00	N	\$ 25.00
SUBTOTAL					\$ 1,290.00
TAX RATE					0.00%
SALES TAX					\$ -
OTHER					\$ -
TOTAL					\$ 1,290.00

If you have any questions concerning this quotation, contact Amber Little, 251-679-0933, amports@bellsouth.net.

THANK YOU FOR YOUR BUSINESS!

Felisha Anderson

From: Terri L. Graham
Sent: Tuesday, June 9, 2020 9:38 AM
To: Felisha Anderson; Edward Fox Jr
Subject: RE: Fort Mims Reenactment - Request for Services

Hi Felisha,

It's a \$10.00 delivery and \$1.00 per cart to rent for the event. So total cost is \$40.00. Hope this helps let me know if this is ok and we will get you on the schedule.

Terri

From: Felisha Anderson <fanderson@baldwincountyal.gov>
Sent: Tuesday, June 9, 2020 9:10 AM
To: Edward Fox Jr <EFOX@baldwincountyal.gov>
Cc: Terri L. Graham <TGraham@baldwincountyal.gov>
Subject: Fort Mims Reenactment - Request for Services

Dear Mr. Fox,

Claudia is gearing up for the Fort Mims Reenactment this year and needs a price quote for the use of thirty (30) large rolling garbage carts from the Solid Waste Department for use throughout the Fort Mims State Historic Site for the event. The event is tentatively scheduled for August 28, 2020 and August 29, 2020. I need the cost in order to submit an agenda item to the Commission for approval.

Please contact me should you have any questions. As always, thanks for all you do!

Sincerely,

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>





P.O. Box 907 • 18100 County Road 54 • Robertsdale, Alabama 36567

251.937.0355 • 251.990.4636 • 251.972.6817 • Fax 251.972.6841

www.baldwincountyal.gov

MEMORANDUM

DATE: July 29, 2019

SUBJECT: Request for BRATS Transit Service

Thank you for your interest in utilizing BRATS for your special transit needs. We are here to serve you and look forward to assisting you in any way that we can. Requests for Special Transit Services must be submitted at least six weeks prior to an event.

BRATS exists to provide an alternative mode of transportation for citizens who need access to health care, shopping, education, employment, public services, and recreation. These services generally occur on existing, scheduled routes that are open and available to any citizen. Periodically, BRATS is asked to provide a service that is dedicated to a specific group of passengers, whether that be a scout's club, convention attendees, or an economic development agency. When BRATS provides specialized transit services that look and feel more like charter services, it triggers a new set of federal regulations.

To protect private charter companies, Congress passed a law which limits when a public transit agency can provide charter-like services. The law identifies two types of charter services:

1. Transportation provided exclusively to an outside group for a negotiated price, and
2. Transportation provided for members of the public to events that only occur periodically.

A public transit agency may not provide either of the charter services defined above, except in a few specific situations. We want to help determine whether an exemption or exception exists that might allow BRATS to provide you with community-based charter services. The difference between an exemption and exception is the type of record keeping required for BRATS to provide the service. **Please keep in mind that even if an exemption or exception does exist, all requests for special transit services must be approved by the Baldwin County Commission.**

Exemption - Rural transportation for human service agencies or for elderly, disabled, or low-income passengers are exempted by Congress from the charter regulations (49 CFR 604.2(e))

Exceptions - Below are the six exceptions that allow a public transit agency to provide community-based charter services.

Primary Exceptions:

1. Service for Qualified Human Service Organizations (49 CFR 604.7)
2. Service for Government Officials on Official Government Business (49 CFR 604.6)
3. Service When Private Charter Service Not Available (49 CFR 604.9)

Lessor Exceptions:

1. Service Leased to Private Charter Company (49 CFR 604.8)
2. Service Based on Agreement with Private Charter Companies (49 CFR 604.10)
3. Service Based on Petition to Federal Transit Administration Administrator (49 CFR 604.11)

Exceptions 4 through 6 are rarely applicable and are not considered further in this document.

The following pages provide additional information relating to exemptions 1 & 2 and exceptions 1 through 3. The last page in this document is a form that your agency can fill out to request special transportation service and identify an exemption or exception that applies to your entity. We encourage you to contact our special transit service coordinator, Amanda Thweatt (251-972-6817 Ext. 7300), to answer any questions you have prior to submitting a formal request.

After you complete the form please scan and email to athweatt@baldwincountyal.gov and kweeks@baldwincountyal.gov. We will review your request and present to the Commission for consideration if appropriate.

Please do not hesitate to contact me with any questions at 251-972-8576.

Sincerely,

A handwritten signature in dark ink, appearing to be 'MB' or similar initials, written over a faint horizontal line.

Matthew Brown
Director of Transportation

Exemption 1 Rural Program Purposes

To qualify for the Rural Program Purposes Exemption the following conditions must be met:

1. Origin of the trip must be outside the MPO Urbanized Area.
2. Trip must be for a Human Service Organization or for the elderly, disabled, or low income.

Exception 1 Service for Qualified Human Service Organizations (QHSO)

To qualify for the QHSO exception both of the following conditions must be met:

1. Requested service is for individuals in one of the following three categories:
 - a. Those with mobility limitations due to advance age.
 - b. Those with disabilities
 - c. Those with low income
2. The entity requesting the service either:
 - a. Receives funding directly or indirectly from a federal program listed on the included attachment ([link](#)), or
 - b. Is registered as a QHSO on the FTA charter registration website ([link](#)).

When providing service under this exception, BRATS will be required to post notice of the service on FTA's charter registration website and also document the following:

- The QHSO's name, address, phone number, and e-mail address;
- The date and time of service;
- The number of passengers;
- The origin, destination, and trip length (miles and hours);
- The fee collected; and
- The vehicle number for the vehicle used to provide the service.

Exception 2 Service for Government Officials on Official Government Business

To qualify for the Government Business exception the following conditions must be met:

1. Service must be provided in BRATS service area (currently all of Baldwin County);
2. No revenue is generated from the service;
3. At least one elected or appointed government official must be on each trip provided as part of the service;

BRATS is limited to providing 80 hours of service each year under the Government Business exception.

When providing service under this exception, BRATS will be required to post notice of the service on FTA's charter registration website and also document the following:

- The Government Organization's name, address, phone number, and e-mail address;
- The date and time of service;
- The number of passengers (specifically noting the number of government officials on each trip);

- The origin, destination, and trip length (miles and hours);
- The fee collected; and
- The vehicle number for the vehicle used to provide the service.

<p style="text-align: center;">Exception 3 Service When Private Charter Service Not Available</p>

To qualify for exception three, the following conditions must be met:

1. Notice of need issued to all registered private charter services through FTA's charter website;
2. No private charter service responds to the notice within:
 - a. 72 hours for service requested to be provided in less than 30 days; or
 - b. 14 calendar days for charter service requested to be provided in 30 days or more.

NOTE: Due to the time required to present a request to the Commission, option "a" above will not apply when seeking specialized transit service from BRATS.

BRATS cannot provide the service if a registered charter indicates an interest in providing the services and notifies BRATS of its interest. When providing service under this exception, BRATS will be required to post notice of the service on FTA's charter registration website and also document the following:

- The requesting entity's name, address, phone number, and e-mail address;
- The date and time of service;
- The number of passengers;
- The origin, destination, and trip length (miles and hours);
- The fee collected; and
- The vehicle number for the vehicle used to provide the service.

REQUEST FOR BRATS TRANSIT SERVICE

Name of Organization: Fort Mims Date of Request: 6/9/2020
 Contact Person: Claudia Campbell Email Address: fanderson@baldwincountyal.gov
 Phone Number: (251) 533-9024
 Billing Address: _____
 Do you currently have an approved account with Baldwin Regional Area Transit System? Yes _____ No X

POTENTIAL EXEMPTIONS OR EXCEPTIONS**EXEMPTION: Rural Program Purpose**

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

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

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

EXCEPTION 2: Service for Government Officials on Official Government Business

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

EXCEPTION 3: Service When Private Charter Service Not Available

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

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

EVENT INFORMATION

Name of Event: Fort Mims Reenactment Date of Event: 8/29/20 & 8/30/20
 Contact Person at Event: Claudia Campbell Cell Phone Number: (251) 533-9024
 Number of Vehicles Needed: 1 Number of Passengers: 15
 Number of Wheelchairs: 1 Number of Lift Assist Passengers: _____
 Time to Begin Event: 8:30 a.m. Time Event Will End: 4:30 p.m.
9:30 a.m.
 Pick Up Location & Physical Address:
1813 Fort Mims Road
Stockton, Alabama 36579

Destination Location and Physical Address:

1813 Fort Mims Road
Stockton, Alabama 36579

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

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

Signed:

Jelisha Anderson
 (Authorized Signature)

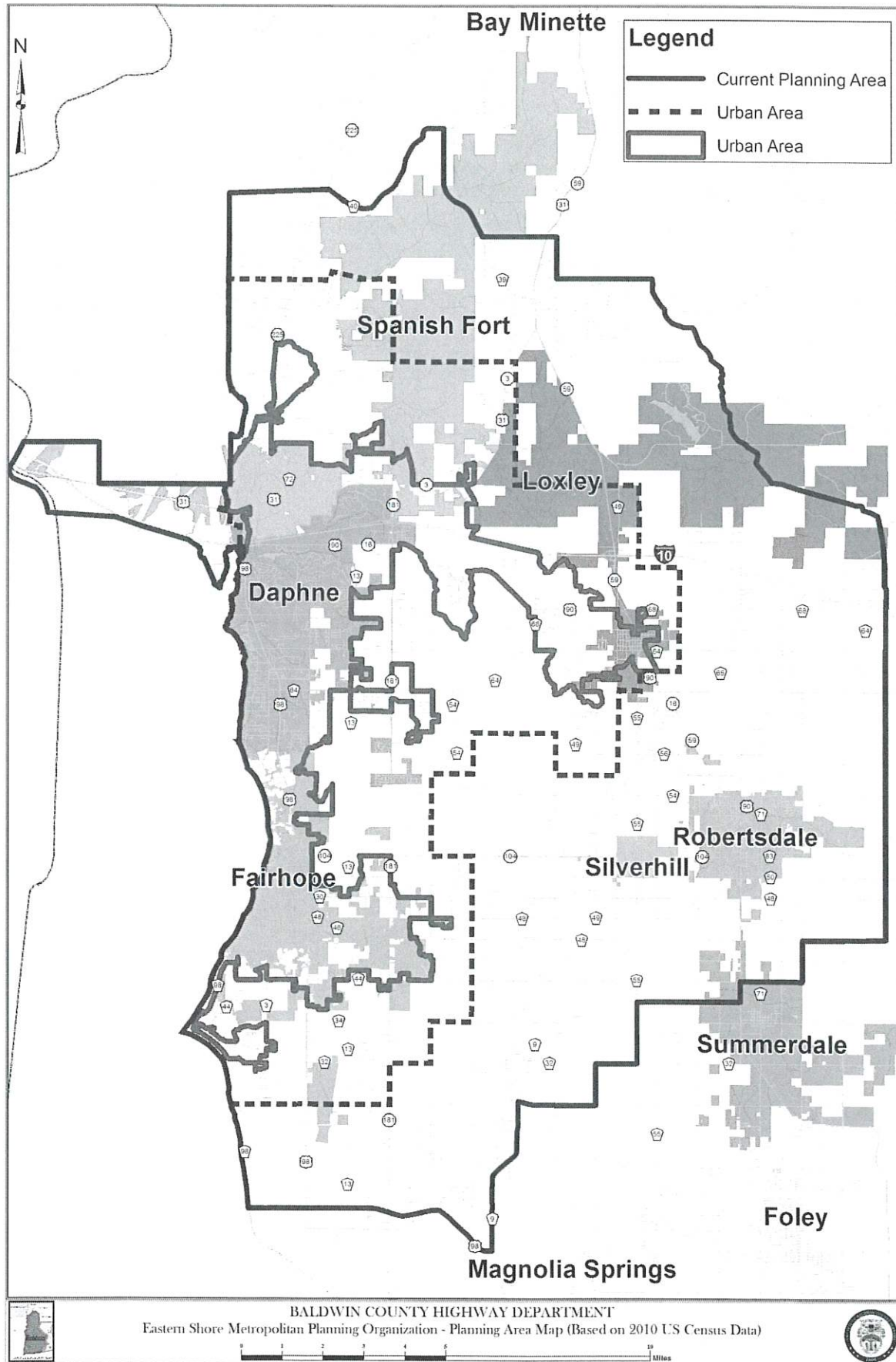
For:

Fort Mims
 (Company Name)

Trip Scheduled: _____ / _____
 (scheduler signature) (date)

Approved Cost: _____

MPO Urbanized Area (Inside Red Line)





Baldwin County Commission

Agenda Action Form

File #: 20-1254, **Version:** 1

Item #: BD1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Matthew Brown, BRATS Director of Transportation

ITEM TITLE

Authorization to Transfer One (1) Baldwin Regional Area Transit System (BRATS) Vehicle to the Town of Newton

STAFF RECOMMENDATION

Take the following actions:

1) Approve Baldwin Regional Area Transit System (BRATS), thru the Clerk Treasurer, to transfer the following BRATS vehicle to Town of Newton at no cost:

1994 Dodge B350 Maxiwagon

Seat Capacity - 14 seats

Condition - Poor/Salvage

VIN # 2B5WB35ZXRK572839

Mileage as of 7/2020 - Unknown

Tag # N/A

Bill of Sale Date - 07/14/1993

2) Authorize the Chairman to execute the Fixed Asset Change Form.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Alabama Department of Transportation (ALDOT) contacted BRATS on June 9, 2020, regarding a 1994 Dodge B350 van in the possession of the Town of Newton. The Town is attempting to dispose of the vehicle and in the process has found that the vehicle title is still in the Baldwin County Commission's name. It is presumed that this vehicle was purchased and used by BRATS and then transferred by the Baldwin County Commission to the Town of Newton in the late 90s, but no record of the vehicle or the transfer can be found.

The Town of Newton would like to complete the formal disposition process. To accomplish this,

ALDOT has sent the title to the Baldwin County Commission and is requesting that the Commission sign and return to ALDOT so that the Town of Newton can retitle and properly dispose.

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):

Makayla Shiver will coordinate the transfer of the vehicle. Sarah Middleton will provide required documentation to accounting for the transfer. BRATS main office will forward any needed paperwork to the Alabama Department of Transportation to:

Mr. D. E. Phillips, Jr. P. E.
Alabama Department of Transportation
Local Transportation Bureau, Transit Section
1409 Coliseum Boulevard

Montgomery, Alabama 36110

Additional instructions/notes: N/A



STATE OF
ALABAMA
DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE FOR A VEHICLE

2911

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	TRANS. CODE	DATE ISSUED
15629336	2B5WB35ZXRK572839	01	10/12/93
YR. MODEL	MAKE	MODEL	BODY TYPE
94	DODG	B350	VA
CYL	NEW	USED	DEMO
08	XX		
PURCHASE DATE	NO. LIENS	COLOR	ODOMETER
07/14/93	1	WHI	0000086

NAME(S) AND MAILING ADDRESS OF OWNER(S)

BALDWIN COUNTY COMMISSION

MAIL TO

P O BX 1488 CRTHSE SQ
BAY MINETTE AL 36507

ALABAMA HWY DEPT URBAN PLA
1409 COLISEUM BLVD
MONTGOMERY AL 36110-2060

RESIDENT ADDRESS IF DIFFERENT

LEGEND(S) ODOMETER READING IS THE ACTUAL MILEAGE

RELEASE OF LIEN

The holder of Lien on the vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

ALABAMA HWY DEPT URBAN PLANNG

1ST LIENHOLDER'S NAME ADDRESS AND LIEN DATE 07/14/93
ALABAMA HWY DEPT URBAN PLANNG
1409 COLISEUM BLVD
MONTG AL 36130

First Lienholder
By *Kasey Rogers Fed. E.P.*
Signature of Authorized Agent

Date

2ND LIENHOLDER'S NAME ADDRESS AND LIEN DATE

Second Lienholder

By
Signature of Authorized Agent

Date

I, the undersigned, do hereby certify that an application for certificate of title has been made for the vehicle described herein, pursuant to the provisions of the Motor Vehicle Laws of this State, and the applicant named on the face hereof has been duly recorded as the lawful owner of the vehicle so described. I further certify that the said vehicle is subject to the security interest by lien(s) shown hereon, if any. But, said described vehicle may be subject to a mechanic's lien or a lien given by statute to the United States, this State or any political subdivision of this State or other encumbrances not required to be filed with this Department.

CONTROL NUMBER

COMMISSIONER OF REVENUE

14970714

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

AMERICAN BANK NOTE COMPANY.



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36110

Local Transportation Bureau



Kay Ivey
Governor

John R. Cooper
Transportation Director

June 9, 2020

Mr. Matthew Brown Director of
Transportation Baldwin Regional Area
Transit System
P.O. Box 907
Robertsdale, AL 36567

Subject: Vehicle Disposal

Dear Mr. Brown:

Reference is made to earlier correspondence requesting authorization to dispose of the following listed vehicle:

Vehicle Type	Vehicle Identification No.
1994 Dodge B350	2B5WB35ZXRK572839

Your request is approved. The title for the vehicle listed above is enclosed. The lien is released for the purpose of disposition.

The vehicle is currently in Newton, AL. Please release title and forward to:

Arlissa E. Minniefield
Municipal Clerk
Town of Newton
P.O. Box 10
Newton, AL 36352
Phone: (334)299-3361
Fax: (334)299-3174
Email: clerk@townofnewtonal.com

Mr. Matthew Brown
June 9, 2020
Page 2

The enclosed "Disposition of Project Equipment Form" should be completed and submitted to this Department along with payment and copies of any/all bids or quotes within 45 days of the date of this letter. Also, please include a copy of the back portion of each title that shows the "Assignment of Title by Registered Owner." This will serve as ALDOT's assurance that this equipment has been removed from public transportation service.

If you have any questions, please contact Tommy Thomson at (334) 242-6773.

Sincerely,

D.E. Phillips, Jr. P.E.
State Local Transportation Engineer

RRS:tmt
Enclosures

**ALABAMA DEPARTMENT OF TRANSPORTATION
BUREAU OF MULTIMODAL TRANSPORTATION**

DISPOSITION OF PROJECT EQUIPMENT FORM

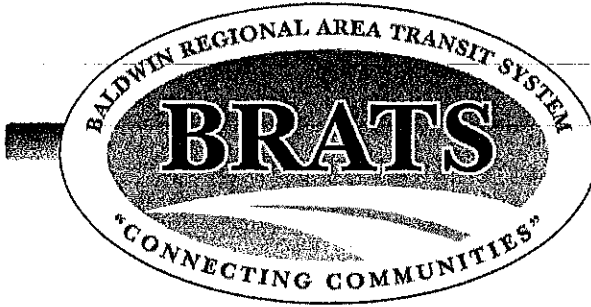
AGENCY: _____ **DATE OF DISPOSAL REQUEST:** _____

AUTHORIZATION DATE: _____ **COMPLETION DATE:** _____

Vehicle Type	Seating Capacity	Source Grant	Vehicle ID Number	Lift Equip	Action D-Disp/T-Trans	Mileage	Condition Of Property	Current Fair Market Value

Signature of Person Completing Form

Date



P.O. Box 907 • 18100 County Road 54 • Robertsdale, Alabama 36567

251.937.0355 • 251.990.4636 • 251.972.6817 • Fax 251.972.6841

www.baldwincountyal.gov

June, 9, 2020

To: Mr. D. E. Phillips, Jr., P.E.
Local Transportation Bureau, Transit Section
1409 Coliseum Blvd.
Montgomery, Alabama 36110

Dear Mr. Phillips,

Baldwin Regional Area Transit System (BRATS) is requesting permission to dispose the following vehicle:

<u>Year</u>	<u>Body</u>	<u>Chassis</u>	<u>VIN #</u>	<u>Condition</u>	<u>Fair Market Value</u>	<u>20%</u>
1994	B350 MAXIWAGON	DODGE	2b5wb35zxrk572839	USED	\$0.00	\$0.00

If you have any further questions, please contact me at (251) 972-8576 and thank you for your continued support in helping BRATS meet the transit needs of our citizens.

Sincerely,

Matthew Brown

Director of Transportation

RECEIVED

JUN 9 2020

BUREAU OF LOCAL
TRANSPORTATION
TRANSIT
DEPT. OF TRANS

A side view of a white van with a blue stripe and the text "NEWTON SENIOR CENTER" in white. The van has a large black window and a side mirror. The background shows green trees and a blue sky.

 **NEWTON SENIOR CENTER** 



NEWTON SENIOR CENTER

SENIOR CENTER

RAM 350

COUNTY FIXED ASSET CHANGE FORM

Date of this report: July 7, 2020

Fixed Asset: # unknown Year: 1994

Model: Dodge B350

S/N: 2B5WB35ZXRK572839

Tag #: N/A

Mileage: Unknown

Value: \$0.00

Subject to Commission approval, the fixed asset above of the

BRATS Department will be:

Transferred to: Town of Newton - \$0.00

Sold to:

Stored at/for:

Scrapped because:

Other:

Department Head relinquishing
Fixed asset item

Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date Approved



Baldwin County Commission

Agenda Action Form

File #: 20-1253, **Version:** 1

Item #: BD2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wayne Dyess, County Administrator

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

ITEM TITLE

Supplemental Agreement No. 2 between Baldwin County Commission and the State of Alabama to Amend the Pass Through of Federal Funds for an Urbanized Area and Rural Public Transportation Project

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the Supplemental Agreement No. 2 between the Baldwin County Commission and the State of Alabama relative to the Pass Through of the Federal Funds for an Urbanized Area Public Transportation Project for the Eastern Shore Urbanized Area of Baldwin County and a Rural Non-Urbanized Area Public Transportation Project for Baldwin County. This will add language to include the requirements of the Federal Transit Administration's (FTA) Coronavirus Aid, Relief and Economic Security (CARES) Act of 2020; and
- 2) Adopt Resolution #2020-093 authorizing the Baldwin County Commission to enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, relating to public transportation with partial funding by the Federal Transit Administration through Fiscal Year 2022.

BACKGROUND INFORMATION

Previous Commission action/date: October 17, 2017; April 21, 2020 - Previous BCC action.

Background:

October 17, 2017: 1) Approved the Agreement between the Baldwin County Commission and the State of Alabama Relative to a Pass Through of Federal Funds for an Urbanized Area Public Transportation Project for the Eastern Shore Urbanized Area of Baldwin County and a Rural Non-Urbanized Area Public Transportation Project for Baldwin County; and 2) Adopted Resolution #2018-011 which authorizes the Baldwin County Commission to enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, relating to public transportation with partial funding by the Federal Transit Administration for Fiscal Years 2018, 2019

and 2020; and 3) Authorized the Clerk/Treasurer to sign the Certification of Compliance with the Beason-Hammon Alabama Taxpayers and Citizen Protection Act. (This agreement is effective on the date hereinafter stated as the date of its approval by the Governor of Alabama and will terminate on September 30, 2020, or upon expenditure of all funds provided in the approved project funding, whichever occurs first. In addition, if the grant from the USDOT is terminated by USDOT, the State will have the right to terminate this Agreement by giving written notice of termination.)

April 21, 2020: 1) Approved the Supplemental Agreement between the Baldwin County Commission and the State of Alabama relative to the Pass Through of the Federal Funds for an Urbanized Area Public Transportation Project for the Eastern Shore Urbanized Area of Baldwin County and a Rural Non-Urbanized Area Public Transportation Project for Baldwin County. This will extend the previous agreement between the Baldwin County Commission and the State of Alabama for level funding for Fiscal Year 2022; and 2) Adopted Resolution #2020-082 authorizing the Baldwin County Commission to enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, relating to public transportation with partial funding by the Federal Transit Administration for Fiscal Year 2022.

The Federal Transit Administration (FTA) Section 5311 and 5307 Grants are approved annually. These grants secure Federal Funding to assist in supporting the operations, administration, capital and planning costs for the Baldwin Regional Area Transit System. On November 6, 2017, the Baldwin County Commission and the State of Alabama entered into a separate agreement in order for the Alabama Department of Transportation (ALDOT) to begin the execution process for the pass through of federal funding.

In April, due to COVID-19 issues, ALDOT elected to amend the agreement to continue funding through Fiscal Year 2022. ALDOT is requesting an additional amendment to incorporate the transit CARES Act funding.

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?

This is an ALDOT provided template. The only thing changing in the agreement is an added reference to the CARES Act requirements. Legal review is not necessary.

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: ALDOT has requested approval ASAP.

Individual(s) responsible for follow up: Administration to prepare a cover letter on county letterhead, obtain the signatures where appropriate, provide the county seal and forward original documents to BRATS staff. BRATS staff will ensure document order and overnight the original documents to ALDOT, email documents to Chandra Middleton, Regional Manager, and copy Jazmyne Goodwin and manage grants once ALDOT approves agreement.

Address letters to the attention of:

Alabama Department of Transportation
Mr. D.E. Phillips, Jr. P.E.
1409 Coliseum Boulevard
Montgomery, Alabama 36110

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

Additional instructions/notes: N/A

SUPPLEMENTAL AGREEMENT NO. 2

BETWEEN

Baldwin County Commission

AND

THE STATE OF ALABAMA

RELATIVE TO

A PASS THROUGH OF FEDERAL FUNDS

FOR

A RURAL (NONURBANIZED) AREA PUBLIC TRANSPORTATION PROJECT

AND

**AN URBANIZED AREA PUBLIC TRANSPORTATION PROJECT FOR THE
Eastern Shore URBANIZED AREA**

IN

Baldwin County

Project No. RPT-02 CDFA No. 20.509

Project No. UPT-319 CDFA No. 20.507

Fiscal Years 2018 – 2022

SUPPLEMENTAL AGREEMENT NO. 2

Between

Baldwin County Commission

And

THE STATE OF ALABAMA

**Relative to a Pass Through of Federal Funds for a Rural (Nonurbanized) Area and
an Urbanized Area Transportation Project providing for General Public
Transportation in the Urbanized Area in Baldwin County.**

Supplemental Agreement NO. 2

This **SUPPLEMENTAL AGREEMENT** is made and entered into by and between the State of Alabama acting by and through the Department of Transportation, Party of the First Part, hereinafter referred to as **STATE**; and Baldwin County Commission Party of the Second Part, hereinafter referred to as **Baldwin County Commission**.

WHEREAS the Parties previously entered into an **AGREEMENT** dated 11/6/2017, This **SUPPLEMENTAL AGREEMENT** will include the requirements of the Federal Transit Administration's (FTA's) Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020. On March 27, 2020, the CARES Act was signed into law providing \$2 trillion in support for a variety of industries affected by COVID-19, including the transit industry.

IN WITNESS WHEREOF, the parties hereto have caused this **SUPPLEMENTAL AGREEMENT** to be executed by those officers, officials and persons thereunto duly authorized, and the **SUPPLEMENTAL AGREEMENT** is deemed to be dated and to be effective on the date stated hereinafter as the date of its approval by the Transportation Director.

All other and remaining terms and conditions of the **ORIGINAL AGREEMENT** dated 11/6/2017, shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Baldwin County Commission

By: _____

By: _____

Title: _____

Title: _____

This Agreement has been legally reviewed and approved as to form and content

William F. Patty
Chief Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

D.E. Phillips, Jr., P.E.
State Local Transportation Engineer

Don T. Arkle, P.E.
Chief Engineer
Alabama Department of Transportation

**State of Alabama, acting by
and through the Alabama
Department of Transportation**

**The foregoing Agreement is hereby
executed in the name of the State of
Alabama and signed by the Governor on
the ____ day of _____, 20____.**

John R. Cooper
Transportation Director

Kay Ivey
Governor, State of Alabama

Resolution 2020-093

BE IT RESOLVED, by the BALDWIN COUNTY COMMISSION of BALDWIN County, as follows:

1. That the Baldwin County Commission enters into a Supplemental Agreement No. 2 with the State of Alabama, acting by and through the Alabama Department of Transportation, to include the requirements of the Federal Transit Administration's (FTA's) Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020;
2. That Baldwin County Commission authorizes the Chairman to execute the aforementioned Supplemental Agreement and any amendments thereto;
3. That such execution be attested by the County Administrator and the seal of the Baldwin County Commission affixed thereto;

Billie Jo Underwood, Chairman
Baldwin County Commission

Wayne Dyess, County Administrator

CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Baldwin County Commission at a duly authorized meeting held on the 7th day of July 2020, as shown by the minutes of the meeting in my possession.

Billie Jo Underwood, Chairman
Baldwin County Commission

Notary



Baldwin County Commission

Agenda Action Form

File #: 20-1217, **Version:** 1

Item #: BE1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wanda Gautney, Purchasing; Terri Graham, Solid Waste Director; Ed Fox, Landfill Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-34 - Provision of Industrial Fittings, Hoses and Accessories for the Baldwin County Commission

STAFF RECOMMENDATION

Extend Bid #WG18-34 - Provision of Industrial Fittings, Hoses and Accessories with Bay Side Rubber & Products, Inc., for an additional twelve (12) months at the same prices and terms stated in the bid specifications as awarded on August 7, 2018. The extension will expire on August 7, 2021.

BACKGROUND INFORMATION

Previous Commission action/date:

06/19/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Industrial Fittings, Hoses and Accessories; 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.

08/07/2018 meeting: Awarded the bid to the lowest bidder, Bay Side Rubber & Products, Inc., for the Provision of Industrial Fittings, Hoses and Accessories as per the attached Award Listing.

06/18/2019 meeting: Extended Bid #WG18-34 - Provision of Industrial Fittings, Hoses and Accessories with Bay Side Rubber & Products, Inc., for an additional twelve (12) months at the same prices and terms stated in the bid specifications as awarded on August 7, 2018. The extension will expire on August 7, 2020.

Background: Staff is requesting that the Commission extend the bid for the Provision of Industrial Fittings, Hoses and Accessories that was awarded on August 7, 2018, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, Bay Side Rubber & Products, Inc., who was awarded the bid has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The extension will expire on August 7,

2021. Award Listing attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: Various County 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: 07/07/2020

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

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

Additional instructions/notes: N/A

From: [Bayside Sales](#)
To: [Wanda Gautney](#)
Subject: RE: Baldwin County Bid #WG18-3 - Provision of Industrial Fittings, Hoses and Accessories
Date: Tuesday, June 9, 2020 4:09:23 PM
Attachments: [FABED882909144ADBAE6F0770849406E.png](#)

[CAUTION: External Email]

Wanda,

We appreciate the opportunity to be your supplier. Bay Side Rubber agrees to a (12) month extension of the original bid. We look forward to providing your hose and accessories now and in the future.

Thanks

Ron Gatlin, Pres.

Bay Side Rubber & Products, Inc.

Ph# 251-660-0902

From: [Bayside Admin](#)
Sent: Tuesday, June 9, 2020 3:34 PM
To: [baysidesales](#)
Subject: FW: Baldwin County Bid #WG18-3 - Provision of Industrial Fittings, Hoses and Accessories

Thanks,
Bay Side Rubber & Products, Inc.



From: [Wanda Gautney](#)
Sent: Tuesday, June 9, 2020 3:24 PM
To: baysiderubber@comcast.net
Subject: FW: Baldwin County Bid #WG18-3 - Provision of Industrial Fittings, Hoses and Accessories

Mr. Gatlin,

Bid #WG18-34 – Provision of Industrial Fittings, Hoses and Accessories for the Baldwin County Commission will be expiring on August 7, 2020. The bid specifications included an option to renew the bid for an additional twelve (12) months if the vendor agrees, at the same prices and terms as the original bid award. Baldwin County would like to extend the bid for twelve (12) months. I have attached a copy of the Award Listing for your review.

Please let me know if Bay Side Rubber & Products, Inc., agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated August 7, 2018?

Thanks

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



This email has been checked for viruses by AVG antivirus software.
www.avg.com

COMPETITIVE BID #WG18-34 Award Listing
Provision of Industrial Fittings , Hoses & Accessories
Effective Date: 08/07/2018 through 08/07/2019

BIDDER: BAYSIDE RUBBER & PRODUCTS, INC.				
AMOUNT BID:		COST + 20%		
TARGET LIST				
DESCRIPTION	RECOMMENDED MFR/ITEM #	MFR/ITEM # BEING BID	U/M	UNIT PRICE
Crimp Sleeve SS 1 1/2"	Breeze 150-4SS	SAME	EACH	\$2.83
FHYD Adapt 04MJIC X 04MNPT	Parker 2404-04-04	SAME	EACH	\$0.35
JIC Male Plug 7/16	Parker 2408-04	SAME	EACH	\$0.30
FHYD Adapt 08MJIC X 08MNPT 45	Parker 2503-08-08	SAME	EACH	\$1.50
DOT 45 Male Elbow 3/8 X 1/4	Parker W379PLP / 279PC6X4	SAME	EACH	\$4.44
ST Bushing 1" X 1/2" PT	Parker 5406-16-08	SAME	EACH	\$1.95
O-Ring Face Seal Plug 1"	Parker 839TT - 16	SAME	EACH	\$1.75
Flat Face Seal CAP 1"	Parker FNL / FS0304C-16	SAME	EACH	\$1.20
2 Wire HYD Hose 3/8"	Parker BXX06	SAME	EACH	\$2.85
2 Wire HYD Hose 1"	Parker BXX16	SAME	EACH	\$5.21
CP20S SS Clamp 5" ID Punch	Breeze F03CP20S	SAME	EACH	\$2.25
Smooth Clamp SS 13/16 X 3/8	Breeze-CT /F03JS201	SAME	EACH	\$1.00
Tank Truck Suction 3"	Parker 881-100R4 / H01RTT300	SAME	EACH	\$9.50
FHYD Crimp 06Hose X 06FNPT	Parker HY06-06FF	SAME	EACH	\$2.66
HYD Crimp 1/2" Hose X 1/2" FPS	Parker HY08-08FN	SAME	EACH	\$4.81
Plastic Protector 3/8" - 7/16"	Parker HP-B / R12SS0B	SAME	EACH	\$1.20
2 Wire HYD 100R2 1"	Parker R2AT-16	SAME	EACH	\$3.50
Metal Braid 304 3/4"	Micro Flex SSB304034	SAME	EACH	\$2.25
Bid Bond: Yes				



Baldwin County Commission

Agenda Action Form

File #: 20-1235, **Version:** 2

Item #: BE2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wanda Gautney, Purchasing Director; Architect Todd Stewart, Adams Stewart Architects

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

*Competitive Bid #WG19-58 - Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse Located in Fairhope, Alabama

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve Change Order #2 in the amount of \$53,702.76 with Stuart Construction, LLC, for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama and authorize the Chairman to execute the Change Order; and
- 2) Authorize the Chairman to execute the Certificate of Substantial Completion for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse project located in Fairhope, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date:

01/15/2019 meeting: Authorized the Purchasing Director to solicit a quote for Architectural services for the design of the completion of the second floor of the Fairhope Satellite Courthouse and bring the Architect proposal back to the Commission for approval.

02/19/2019 meeting: Approved the quote from Adams Stewart Architects, LLC, in the amount of \$1,195.00 to prepare a schematic design and construction estimate for the completion of the second floor of the Fairhope Satellite Courthouse for Commission approval and authorized the Chairman to sign the proposal for services.

03/19/2019 meeting: Approved the final design for the completion of a portion of the second floor of the Fairhope Satellite Courthouse and authorized the Purchasing Director and Architect to solicit quotes for this Public Works project.

04/16/2019 meeting: 1) Rejected the three (3) quotes received for the interior build-out of a portion of

the second floor of the Fairhope Satellite Courthouse project; and 2) Authorized the Purchasing Director and Architect to place a competitive bid for the project.

06/04/2019 meeting: Authorized the Purchasing Director to advertise the Pre-qualification of Contractors for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama.

07/16/2019 meeting: 1) Rejected all five (5) applications received due to incomplete proposals on the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama project; and 2) Authorized the Purchasing Director to re-advertise the Pre-qualification of Contractors for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama. 1) Approved the attached American Institute of Architects (AIA) Contract for the Architectural Services with Adams Stewart Architects, LLC, for the interior build-out of the second floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama in the amount of 7.2% of the project cost and authorized the Chairman to execute the Contract; and 2) Approved the final design of the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama and authorize the Architect, Todd Stewart, and the Purchasing Director to bid the project once the pre-qualification of contractors process is completed and approved by the Commission.

08/06/2019 meeting: 1) Approved the attached American Institute of Architects (AIA) Contract for the Architectural Services with Adams Stewart Architects, LLC, for the interior build-out of the second floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama in the amount of 7.2% of the project cost and authorized the Chairman to execute the Contract; and 2) Approved the final design of the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama and authorize the Architect, Todd Stewart, and the Purchasing Director to bid the project once the pre-qualification of contractors process is completed and approved by the Commission.

08/20/2019 meeting: 1) Approved the following seven (7) pre-qualification applications on the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse project: Witherington Construction; Stuart Construction, LLC; FITZgerald Construction, LLC; Rolin Construction, Inc.; BayShore Construction Co., Inc.; E-J Builders, Inc.; and Thrash Commercial Contractors, Inc. 2) Rejected the applications of Thomas Industries, d/b/a Thomas Construction and Highland Wake Construction, LLC, as non-qualified.

11/05/2019 meeting: 1) Approved and authorized the Chairman to execute Resolution 2020-21 which allows the Commission the ability to reimburse the general fund utilizing funds from the General Obligation Warrants, Series 2019 in the amount of \$1,500,000.00 for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, AL; and 2) Awarded the bid to the lowest bidder, Stuart Construction LLC, for the Interior Build-out of the Second floor of the Baldwin County Satellite Courthouse located in Fairhope as follows and authorized the Chairman to execute all necessary documents. Bid Tabulation attached. Base Bid Amount: \$1,046,000.00, Add Alternate 1: \$61,200.00 (Install Privacy Glazing/Smart Glass) Total Amount: \$1,107,200.00; Construction Time: 240 calendar days.

02/04/2020 meeting: Approved Change Order #1 in the deduct amount of (\$32,703.02) with Stuart Construction, LLC, Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama and authorize the Chairman to execute Change Order. N/A

Background: Reason for Replacement Item: Attachments were uploaded with Change Order #2 giving a detailed description for the change order.

The Architect, Todd Stewart is submitting for Commission approval Change Order #2 in the amount of \$53,702.76 and the Certificate of Substantial Completion on the interior build-out of the second floor of the Fairhope Satellite Courthouse. The change order is for some lighting changes due to structural framing conflict, an access panel required on north corridor, change in vinyl base and countertops, adding a work bench on the south side of the Commission Chambers that will be used by the Administrator and County Attorney, adding chair rail in the Commission Conference Room and adding sound proofing materials around the mechanical room to help with the noise in the Commission Conference Room from the chiller.

The original construction cost was \$1,107,200.00. Including Change Order #1 and Change Order #2, the new cost will be \$1,128,199.74.

FINANCIAL IMPACT

Total cost of recommendation: \$53,702.76

Budget line item(s) to be used: 51994.5500.001

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: 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: 07/07/2020

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Execute Change Order, Certificate of Substantial Completion and letter to Contractor

Additional instructions/notes: N/A

CHANGE ORDER

Order No. 2

Date: June 16, 2020

Agreement Date: December 12, 2019

NAME OF PROJECT: Competitive Bid #WG19-58 – Interior Build-out of the Second Floor
Of the Baldwin County Satellite Courthouse Located in Fairhope

OWNER: Baldwin County Commission

CONTRACTOR: Stuart Construction, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Lighting Changes as required by structural framing conflicts,	\$ 1,447.00
Access panel required at North Corridor	\$ 350.00
Change all 4" Vinyl base to 6" Profile Tarkett "Attache" base	\$14,121.00
Add to Change all Countertops to Samsung Solid Surface	\$15,360.00
Additional GC Labor/Cleaning	\$10,277.00
Additional Work Bench on South side of Commission Area	\$ 8,400.00
Add Chair Rail to Room 222 (Commission Conference Room)	\$ 160.00
Add R11 Sound batts over ACT in Room 222	\$ 701.00
Add additional Sound Board in Existing Mechanical Room 208	\$ 1,296.00
Electrical Work Required to Add Sound Board	\$ 250.00
Painting at new Chair Rail and Work Bench	\$ 180.00
General Liability Insurance	\$ 210.17
P&P Bond	\$ 236.44
Overhead & Fee	\$ 5,478.86
Credit, Allowance Reconciliation	\$(4,764.71)
TOTAL	\$53,702.76

The Original (CONTRACT PRICE)	\$1,107,200.00
Net change by previously authorized Change Orders	\$ (32,703.02)
The (Contract Price) prior to this Change Order was	\$1,074,496.98
The new (Contract Price) will be (decreased) by this Change Order	\$ 53,702.76
The new (CONTRACT PRICE) including this CHANGE ORDER will be	\$1,128,199.74

CONTRACTOR: 

RECOMMENDED: 

OWNER: _____

Change Order Proposal



Project Name Fairhope Satellite Courthouse - 2nd Floor Build-Out

COP No. 5 - ASI # 4 & Finish Selection Changes

Contractor Stuart Construction, LLC

Date: March 10, 2020

Description	Unit Cost	Quantity	Units	Labor	Materials	Equipment	Subcontractors	Totals
Lighting changes per ASI # 4								\$ 1,447.00
Add access panel at fur-down on North corridor								\$ 350.00
Add to change all 4" vinyl base to 6" Tarkett Attache base								\$ 14,121.00
Add to change all countertops to Samsung solid surface								\$ 15,360.00
Changes to flooring per architect direction (No cost)								\$ -
Subtotal								\$ 31,278.00

*Contractor maintains full reservation of rights for time & General Conditions.

Subtotal L/M/S	\$ -	\$ -	\$ -	\$ -	\$ 31,278.00
Labor Burden / Taxes	\$ -				
Misc. Tools & Equipment					
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 31,278.00
General Liability Insurance					\$ 125.11
Project Management					\$ 180.00
P&F Bond					\$ 140.75
Overhead & Fee					\$ 3,154.39
Total Proposed Work Amount					\$ 34,878.25

This work will add 0 calendar days to this project

X
Authorized by Baldwin County Commission

X
Authorized by Adams Stewart Architects, LLC

Date _____

Date _____

Note: This document is a binding agreement to adjust the total contract sum and time as indicated.

**Audet Electric Inc.**

22840 McAuliffe Drive
Robertsdale AL 36567
251-947-4707

License: AL GC#42033

Change Order

Order#: 3

Order Date: 03/05/2020

To: Stuart Contracting Co. Inc.
215 East 1st Street
P.O. Box 579
Bay Minette AL 36507

Project: 19100
Fairhope Courthouse Build Out - Stuart
Second Floor
Satellite Courthouse
Fairhope AL 36532

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: John Cook

Customer Order: 201986

Specifications Attached ☐

Description of Work - ASI#4 Resolve Lighting Conflicts in Cx Assy 240	Amount
Material	1,081.92
Labor	234.18
Overhead & Profit @ 10%	130.90

Notes

Resolve Lighting Conflicts in Cx Assy 240, per ASI#4:
Add one (1) D fixture;
Add two (2) F2 fixtures; and
Change two (2) G fixtures to two (2) D fixtures.

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

1,447.00

The original Contract Sum was	163,925.00
Net change by previous Change Orders	1,675.00
The Contract Sum prior to this Change Order	165,600.00
The Contract Sum will be changed by this Change Order	1,447.00
The new Contract Sum including this Change Order will be	167,047.00
The Contract Time will be changed by	3 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

CHANGE NOTICE

Audet Electric, Inc

22840 McAuliffe Dr
Robertsdale, AL 36567

Ben Harris
bharris@stuartconstructionllc.com
Stuart Construction, LLC
PO Box 579
Bay Minette, AL 36507

PCO # 3
PCO Date 3/4/2020
ASI # 4
Architect Project # 19-017
GC Contract # 201986
Date: 3/5/2020
Project Name: 19100 - Fairhope Courthouse B
Project Number: 19100
Page Number: 1

Work Description

We reserve the right to correct this quote for errors and omissions.

Architect Project #19-017
GC Contract #201986

This Quote will change the scope of the Project as Follows:

Resolve Lighting Conflicts in Cx Assy 240
Add 1 D, 2 F2, Change 2 G to 2D

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 10 days from the date of receipt.
We request a time extension of 3 days.
We will supply and install all materials, labor, and equipment as per your instructions on **ASI #4**.

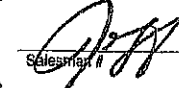
Final Price (Includes Global Tax) 1,447.00

Itemized Breakdown

Description	Qty
D New	1
F2	2
D	2
#12/2C SOLID CABLE MC - STL ARMOR	24
3/8" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC	6
WIRE CONN RED	9
Totals	44
General Materials	32.47
LIGHTING FIXTURES	1,049.45
Total Material	1,081.92
JOURNEYMAN (5.51 Hrs @ \$42.50)	234.18
Subtotal	1,316.10
Overhead (@ 10.000 %)	131.61
Subtotal	1,447.71
Final Adjustment	-0.71
Final Amount	\$1,447.00

ORIGINAL



- | | | | | |
|--|---|--|--|---|
| <input type="checkbox"/> Anniston, AL
256.237.0002
Fax: 256.237.0099 | <input checked="" type="checkbox"/> Mobile, AL
251.450.1078
Fax: 251.450.1187 | <input type="checkbox"/> Ft. Walton Beach, FL
850.664.0121
Fax: 850.664.0128 | <input type="checkbox"/> Greenville, MS
662.332.0800
Fax: 662.332.0557 | <input type="checkbox"/> Oxford, MS
662.236.9990
Fax: 662.236.9994 |
| <input type="checkbox"/> Birmingham, AL
205.583.5095
Fax: 205.583.3797 | <input type="checkbox"/> Tuscaloosa, AL
205.342.3181
Fax: 205.345.7102 | <input type="checkbox"/> Alexandria, LA
318.442.3122
Fax: 318.442.3420 | <input type="checkbox"/> Greenwood, MS
662.453.7775
Fax: 662.453.3838 | |
| <input type="checkbox"/> Dothan, AL
334.792.5110
Fax: 334.792.5195 | <input type="checkbox"/> Panama City, FL
850.684.0121
Fax: 850.664.0128 | <input type="checkbox"/> Mandeville, LA
985.807.1319
Fax: 985.807.1321 | <input type="checkbox"/> Jackson, MS
601.658.0001
Fax: 601.602.8119 | 
Salesman # |
| <input type="checkbox"/> Foley, AL
251.200.4290
Fax: 251.200.4289 | <input type="checkbox"/> Pensacola, FL
850.437.5300
Fax: 850.432.2002 | <input type="checkbox"/> Cleveland, MS
662.843.2052
Fax: 662.843.2053 | <input type="checkbox"/> Meridian, MS
601.484.6332
Fax: 601.484.6577 | _____
Manager Approved |

Salesman # 288

Manager Approved

WHEN ORDERING
REFER TO QUOTATION

TO AUDET
ELECTRIC

NO. _____ DATE 5/5/20

JOB NAME & LOCATION
BALDWIN CTY
COURTHOUSE
ASI #4

Page No. of

This quotation is made subject to the terms and conditions set forth below and on reverse.

[illegible]

Prices quoted above will be adjusted, higher or lower, to price in effect on date of shipment unless noted otherwise herein.
Acceptance or approval of items designated as alternates or substitutes shall be the responsibility of the purchaser.

Standard payment terms are net 30.

By

STANDARD CONDITIONS APPLYING TO ALL TRANSACTIONS UNLESS OTHERWISE PROVIDED IN WRITING.

Subject to approval Seller or Buyer's credit worthiness. This constitutes an Offer to sell, the acceptance of which is expressly made conditional on Buyer's Agreement to the Standard Terms and Conditions of Sale which appear on the reverse of this quotation. All proposals, negotiations, representations, or Agreements made or entered into prior to this quotation, whether verbal or written, are excluded and void. Unless otherwise stated, this quotation expires thirty (30) days from the date hereof and my be modified, changed or withdrawn by Seller prior to any acceptance.

Prices do not include any present or future sales, use, excise, value-added or similar taxes and where applicable, such taxes shall be billed as a separate item and paid by the buyer. Seller reserves the right to correct all errors and omissions. Quantities and unit prices are for the specific quotations only; any increase or decrease in quantities is solely at the option of Seller. Seller assumes no responsibility for quoted materials meeting any job specifications or requirements unless specifically so stated in this written quotation.

Ben Harris

From: GB Hadley
Sent: Wednesday, March 4, 2020 9:49 AM
To: Ben Harris
Subject: Re: Fairhope Base Trim

Ben,

Provide and install Tarkett Attache 6" Millwork base in lieu of the specified 4" rubber cove base \$14,121.00 ADD.

Gayland Hadley
Delta Flooring, Inc.
PO Box 847
213 East 1st Street
Bay Minette, AL 36507
251-937-0506 x103 (P)
251-937-0560 (f)
Please note my new email address: gbhadley@deltafloorinc.com

From: Ben Harris
Sent: Wednesday, March 4, 2020 9:26 AM
To: GB Hadley
Subject: FW: Fairhope Base Trim

Gayland,

See below. Can you get something on it quickly?

Ben

From: Todd Stewart <tstewart@adamsstewart.com>
Sent: Wednesday, March 4, 2020 8:45 AM
To: Ben Harris <bharris@stuartconstructionllc.com>
Subject: RE: Fairhope Base Trim

The one I looked at was Tarkett, Attache 6"

Todd F. Stewart
Adams Stewart Architects
251.490.9032 C
251.947.3864 O

From: Todd Stewart <tstewart@adamsstewart.com>
Sent: Wednesday, March 4, 2020 8:43 AM
To: 'Ben Harris' <bharris@stuartconstructionllc.com>
Subject: Fairhope Base Trim

Ben,

The county has requested to use the Tarkett Millwork Base in lieu of the standard 4" vinyl base.

Please let me know what the pricing difference will be. (Rough Estimate is fine for now)

https://commercial.tarkett.com/en_US/collection-C000490-millwork-wall-finishing-system

Thanks,

Todd F. Stewart
Adams Stewart Architects
251.490.9032 C
251.947.3864 O

Ben Harris

From: Tom McKinney <tmaceuro@earthlink.net>
Sent: Thursday, March 5, 2020 2:08 PM
To: Ben Harris
Subject: Re: FW: Fairhope Countertops

Follow Up Flag: Follow up
Flag Status: Flagged

On 3/4/2020 9:26 AM, Ben Harris wrote:

Tom/Skip,

Can you get me a price on this?? See below.

Ben

From: Todd Stewart <tstewart@adamsstewart.com>
Sent: Wednesday, March 4, 2020 8:44 AM
To: Ben Harris <bharris@stuartconstructionllc.com>
Cc: Mike Pape <mpape@adamsstewart.com>
Subject: Fairhope Countertops

Ben,

In lieu of laminate countertops for the millwork, Please provide a rough estimate to install the Samsung Solid surface on all flat work.

The commission bench is already slated to receive this.

Thanks,

Todd F. Stewart
Adams Stewart Architects
251.490.9032 C
251.947.3864 O

The cost to change all countertops from laminate clad to solid surface will be \$15360.00.



Virus-free. www.avg.com

Todd Stewart

From: Michael Dorough <mdorough@stuartconstructionllc.com>
Sent: Monday, June 15, 2020 9:17 AM
To: Todd Stewart
Cc: John Alms; Billy Peavy
Subject: RE: Fairhope Project
Attachments: FSCco.pdf

From Sub: The cost to add desk extension @ south desk only as per drawings A, B/A400.3b will be \$8400.00. All paint/stain finishes to be by others. With our current workload please allow 4-5 weeks for completion.

On Mon, Jun 8, 2020 at 3:14 PM Thomas McKinney <tmckinney@woodspecialties.net> wrote:
There are two benches like this. One on the south end and one on the north end of the room.. Do they just want to add to one or both?

GC's:

Superintendent – 2 weeks - \$1,850 per week plus burden, Truck & Fuel = \$5,223

Carpenter / Helper – 2 weeks - \$1,200 per week plus burden = \$3,096

Project Manager – 2 weeks - \$600 per week plus burden, Truck & Fuel = \$1,638

Clean up = \$320

These people will also be putting up the wood trim, painting wood trim and painting/staining work bench.

From: Todd Stewart [mailto:tstewart@adamsstewart.com]
Sent: Monday, June 15, 2020 8:46 AM
To: Michael Dorough <mdorough@stuartconstructionllc.com>
Cc: John Alms <jalms@stuartconstructionllc.com>; Billy Peavy <bpeavy@stuartconstructionllc.com>
Subject: RE: Fairhope Project

Michael,

Can you provide a breakdown of the cost for the Additional GC/Labor and Cleaning.

Also, any backup you may have for the other items. Wanda needs it for consideration of these items.

I will need this today so we can get it on the agenda.

Thanks,

Todd F. Stewart
Adams Stewart Architects
251.490.9032 C
251.947.3864 O

From: Michael Dorough <mdorough@stuartconstructionllc.com>
Sent: Wednesday, June 10, 2020 4:13 PM
To: Todd Stewart <tstewart@adamsstewart.com>; John Alms <jalms@stuartconstructionllc.com>; Billy Peavy

<bpeavy@stuartconstructionllc.com>

Subject: RE: Fairhope Project

Todd, see attached and let me know if there is some work that we should have but don't have listed. We did not do any of the mechanical work at this time. Thanks.

From: Todd Stewart [mailto:tstewart@adamsstewart.com]

Sent: Wednesday, June 10, 2020 7:46 AM

To: Michael Dorough <mdorough@stuartconstructionllc.com>; John Alms <jalms@stuartconstructionllc.com>; Billy Peavy <bpeavy@stuartconstructionllc.com>

Subject: RE: Fairhope Project

Any luck with getting these estimates prepared?

Thanks,

Todd F. Stewart

Adams Stewart Architects

251.490.9032 C

251.947.3864 O

From: Michael Dorough <mdorough@stuartconstructionllc.com>

Sent: Monday, June 8, 2020 3:21 PM

To: Todd Stewart <tstewart@adamsstewart.com>; John Alms <jalms@stuartconstructionllc.com>; Billy Peavy <bpeavy@stuartconstructionllc.com>

Subject: RE: Fairhope Project

Added work bench is on the south end of the room only right?

From: Todd Stewart [mailto:tstewart@adamsstewart.com]

Sent: Monday, June 8, 2020 9:37 AM

To: John Alms <jalms@stuartconstructionllc.com>; Billy Peavy <bpeavy@stuartconstructionllc.com>

Cc: Michael Dorough <mdorough@stuartconstructionllc.com>

Subject: Fairhope Project

John,

Here are the final items that I'm aware of for Fairhope.

- Added Chair Rail in the Commission Conference Room, Need Pricing from Stuart. Two Piece Chair 1X4 with Bullnose on top. See Sketch.
- Added Work bench in Commission Chambers, Need Pricing from Stuart. SEE ATTACHED Sketch.
- Resolution of sound attenuation from existing mechanical units. Our Mechanical engineer has offered a solution. This one needs discussion.
- Chair height at commission bench and side benches. Anu was checking to see if the adjustable bases would suffice. The counters are currently installed to meet all ADA clearance requirements and specifications.

Thanks,

Todd F. Stewart

Adams Stewart Architects

251.490.9032 C

251.947.3864 O

JBC

JIM BOOTHE CONTRACTING

AND SUPPLY CO., INC. / 26201 CAPITAL DR. / DAPHNE, ALABAMA 36526 / 251-625-3343 / FAX: 625-3368

June 10, 2020

Stuart Construction
Attn: Michael Dorough

RE: Fairhope Satellite Courthouse
Change Order Request

Dear Michael,

This is a proposed change order request. The breakdown is listed below.

-Add R11 Sound Batts over Conference Room

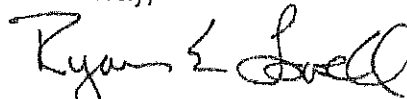
\$ 701.00

-Add Sound Proofing on Mechanical Room Wall

\$ 1296.00

If you have any questions, do not hesitate to call.

Sincerely,



Ryan E. Lowell
Estimator

REL/tmv

FSCco

AIA[®] Document G704[™] – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Fairhope Satellite Courthouse Second Floor Build-out WG19-58 1100 Fairhope Avenue Fairhope, AL	CONTRACT INFORMATION: Contract For: General Construction Date: December 12, 2019	CERTIFICATE INFORMATION: Certificate Number: 001 Date: June 15, 2020
OWNER: <i>(name and address)</i> Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	ARCHITECT: <i>(name and address)</i> Adams Stewart Architects, LLC PO Box 529 Robertsdale,, AL 36567	CONTRACTOR: <i>(name and address)</i> Stuart Construction, LLC 215 East First Street Bay Minette, AL 36507

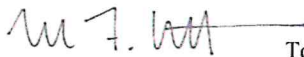
The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

All portions of work have been completed as required by the Contract Documents. Any additional change directives or work requested by the Baldwin County Commission will be reviewed at time of completion of same.

Adams Stewart
Architects, LLC

ARCHITECT *(Firm Name)*



SIGNATURE

Todd F. Stewart, Architect

PRINTED NAME AND TITLE

July 7, 2020 and as Accepted By the
Baldwin County Commission

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

Punchlist have been generated by the Architect, Mechanical Engineer and Electrical Engineer. All items have been completed.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within N/A () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$N/A

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

By action and formal acceptance by the Baldwin County Commission on July 7, 2020

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Stuart Construction LLC

CONTRACTOR (*Firm Name*)

Baldwin County
Commission

OWNER (*Firm Name*)


SIGNATURE

Jennifer Mitchell,
Managing Member

PRINTED NAME AND TITLE

6/15/2020
DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



Baldwin County Commission

Agenda Action Form

File #: 20-1235, **Version:** 1

Item #: BE2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wanda Gautney, Purchasing Director; Architect Todd Stewart, Adams Stewart Architects

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-58 - Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse Located in Fairhope, Alabama

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve Change Order #2 in the amount of \$53,702.76 with Stuart Construction, LLC, for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama and authorize the Chairman to execute the Change Order; and
- 2) Authorize the Chairman to execute the Certificate of Substantial Completion for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse project located in Fairhope, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date:

01/15/2019 meeting: Authorized the Purchasing Director to solicit a quote for Architectural services for the design of the completion of the second floor of the Fairhope Satellite Courthouse and bring the Architect proposal back to the Commission for approval.

02/19/2019 meeting: Approved the quote from Adams Stewart Architects, LLC, in the amount of \$1,195.00 to prepare a schematic design and construction estimate for the completion of the second floor of the Fairhope Satellite Courthouse for Commission approval and authorized the Chairman to sign the proposal for services.

03/19/2019 meeting: Approved the final design for the completion of a portion of the second floor of the Fairhope Satellite Courthouse and authorized the Purchasing Director and Architect to solicit quotes for this Public Works project.

04/16/2019 meeting: 1) Rejected the three (3) quotes received for the interior build-out of a portion of

the second floor of the Fairhope Satellite Courthouse project; and 2) Authorized the Purchasing Director and Architect to place a competitive bid for the project.

06/04/2019 meeting: Authorized the Purchasing Director to advertise the Pre-qualification of Contractors for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama.

07/16/2019 meeting: 1) Rejected all five (5) applications received due to incomplete proposals on the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama project; and 2) Authorized the Purchasing Director to re-advertise the Pre-qualification of Contractors for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama. 1) Approved the attached American Institute of Architects (AIA) Contract for the Architectural Services with Adams Stewart Architects, LLC, for the interior build-out of the second floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama in the amount of 7.2% of the project cost and authorized the Chairman to execute the Contract; and 2) Approved the final design of the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama and authorize the Architect, Todd Stewart, and the Purchasing Director to bid the project once the pre-qualification of contractors process is completed and approved by the Commission.

08/06/2019 meeting: 1) Approved the attached American Institute of Architects (AIA) Contract for the Architectural Services with Adams Stewart Architects, LLC, for the interior build-out of the second floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama in the amount of 7.2% of the project cost and authorized the Chairman to execute the Contract; and 2) Approved the final design of the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama and authorize the Architect, Todd Stewart, and the Purchasing Director to bid the project once the pre-qualification of contractors process is completed and approved by the Commission.

08/20/2019 meeting: 1) Approved the following seven (7) pre-qualification applications on the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse project: Witherington Construction; Stuart Construction, LLC; FITZgerald Construction, LLC; Rolin Construction, Inc.; BayShore Construction Co., Inc.; E-J Builders, Inc.; and Thrash Commercial Contractors, Inc. 2) Rejected the applications of Thomas Industries, d/b/a Thomas Construction and Highland Wake Construction, LLC, as non-qualified.

11/05/2019 meeting: 1) Approved and authorized the Chairman to execute Resolution 2020-21 which allows the Commission the ability to reimburse the general fund utilizing funds from the General Obligation Warrants, Series 2019 in the amount of \$1,500,000.00 for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, AL; and 2) Awarded the bid to the lowest bidder, Stuart Construction LLC, for the Interior Build-out of the Second floor of the Baldwin County Satellite Courthouse located in Fairhope as follows and authorized the Chairman to execute all necessary documents. Bid Tabulation attached. Base Bid Amount: \$1,046,000.00, Add Alternate 1: \$61,200.00 (Install Privacy Glazing/Smart Glass) Total Amount: \$1,107,200.00; Construction Time: 240 calendar days.

02/04/2020 meeting: Approved Change Order #1 in the deduct amount of (\$32,703.02) with Stuart Construction, LLC, Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama and authorize the Chairman to execute Change Order. N/A

Background: The Architect, Todd Stewart is submitting for Commission approval Change Order #2 in the amount of \$53,702.76 and the Certificate of Substantial Completion on the interior build-out of the second floor of the Fairhope Satellite Courthouse. The change order is for some lighting changes due to structural framing conflict, an access panel required on north corridor, change in vinyl base and countertops, adding a work bench on the south side of the Commission Chambers that will be used by the Administrator and County Attorney, adding chair rail in the Commission Conference Room and adding sound proofing materials around the mechanical room to help with the noise in the Commission Conference Room from the chiller.

The original construction cost was \$1,107,200.00. Including Change Order #1 and Change Order #2, the new cost will be \$1,128,199.74.

FINANCIAL IMPACT

Total cost of recommendation: \$53,702.76

Budget line item(s) to be used: 51994.5500.001

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

LEGAL IMPACT

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

Reviewed/approved by: 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: 07/07/2020

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Execute Change Order, Certificate of Substantial Completion and letter to Contractor

Additional instructions/notes: N/A

CHANGE ORDER

Order No. 2

Date: June 16, 2020

Agreement Date: December 12, 2019

NAME OF PROJECT: Competitive Bid #WG19-58 – Interior Build-out of the Second Floor
Of the Baldwin County Satellite Courthouse Located in Fairhope

OWNER: Baldwin County Commission

CONTRACTOR: Stuart Construction, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Lighting Changes as required by structural framing conflicts,	\$ 1,447.00
Access panel required at North Corridor	\$ 350.00
Change all 4" Vinyl base to 6" Profile Tarkett "Attache" base	\$14,121.00
Add to Change all Countertops to Samsung Solid Surface	\$15,360.00
Additional GC Labor/Cleaning	\$10,277.00
Additional Work Bench on South side of Commission Area	\$ 8,400.00
Add Chair Rail to Room 222 (Commission Conference Room)	\$ 160.00
Add R11 Sound batts over ACT in Room 222	\$ 701.00
Add additional Sound Board in Existing Mechanical Room 208	\$ 1,296.00
Electrical Work Required to Add Sound Board	\$ 250.00
Painting at new Chair Rail and Work Bench	\$ 180.00
General Liability Insurance	\$ 210.17
P&P Bond	\$ 236.44
Overhead & Fee	\$ 5,478.86
Credit, Allowance Reconciliation	\$(4,764.71)
TOTAL	\$53,702.76

The Original (CONTRACT PRICE)	\$1,107,200.00
Net change by previously authorized Change Orders	\$ (32,703.02)
The (Contract Price) prior to this Change Order was	\$1,074,496.98
The new (Contract Price) will be (decreased) by this Change Order	\$ 53,702.76
The new (CONTRACT PRICE) including this CHANGE ORDER will be	\$1,128,199.74

CONTRACTOR: 

RECOMMENDED: 

OWNER: _____

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Fairhope Satellite Courthouse Second Floor Build-out WG19-58 1100 Fairhope Avenue Fairhope, AL	CONTRACT INFORMATION: Contract For: General Construction Date: December 12, 2019	CERTIFICATE INFORMATION: Certificate Number: 001 Date: June 15, 2020
OWNER: <i>(name and address)</i> Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	ARCHITECT: <i>(name and address)</i> Adams Stewart Architects, LLC PO Box 529 Robertsdale, AL 36567	CONTRACTOR: <i>(name and address)</i> Stuart Construction, LLC 215 East First Street Bay Minette, AL 36507

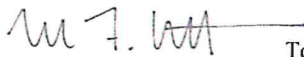
The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

All portions of work have been completed as required by the Contract Documents. Any additional change directives or work requested by the Baldwin County Commission will be reviewed at time of completion of same.

Adams Stewart
Architects, LLC

ARCHITECT *(Firm Name)*



SIGNATURE

Todd F. Stewart, Architect

PRINTED NAME AND TITLE

July 7, 2020 and as Accepted By the
Baldwin County Commission

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

Punchlist have been generated by the Architect, Mechanical Engineer and Electrical Engineer. All items have been completed.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within N/A () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$N/A

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

By action and formal acceptance by the Baldwin County Commission on July 7, 2020

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Stuart Construction LLC

CONTRACTOR (*Firm Name*)

Baldwin County
Commission

OWNER (*Firm Name*)


SIGNATURE

Jennifer Mitchell,
Managing Member

PRINTED NAME AND TITLE


DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



Baldwin County Commission

Agenda Action Form

File #: 20-1226, **Version:** 1

Item #: BE3

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG20-31 - Purchase and Installation of Two (2) New 40 ft. x 50 ft. Metal Buildings in Little River, Alabama and Loxley, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Purchase and Installation of two (2) new 40 ft. x 50 ft. Metal Buildings in Little River, Alabama and Loxley, Alabama to the lowest responsible bidder, who met all the specifications, **J. Smith Contractors, LLC**, as follows and authorize the Chairman to execute the Contract.

Bid Amount: \$83,463.45

Location: Little River, Alabama

Completion Time: 14 weeks

Bid Amount: \$83,463.45

Location: Loxley, Alabama

Completion Time: 14 weeks

BACKGROUND INFORMATION

Previous Commission action/date:

02/4/2020 meeting: Approved the final design of the Baldwin County S.A.I.L. Center located in Little River and authorized the Purchasing Director and Architect to bid the project.

04/21/2020 meeting: 1) Rejected all bids received for the construction of a new Baldwin County S.A.I.L. Center located in Little River because the bid prices exceeded the amount budgeted for this project; and 2) Authorized the Purchasing Director and Building Facilities Coordinator to get a price on the purchase of a modular building for the Little River S.A.I.L. Center and bring back a recommendation to the Commission for approval.

05/19/2020 meeting: 1) Approved the specifications and authorize the Purchasing Director to place a competitive bid for the Purchase and Installation of Two (2) New 40 ft. x 50 ft. Metal Buildings to be located in Little River, Alabama and Loxley, Alabama for the Baldwin County Commission; 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 June 10, 2020, at 1:30 P.M. Six (6) bids were received. The lowest responsible bid who met all the specifications was received from J. Smith Contractors, LLC, in the total bid amount for both buildings of \$166,926.90. The Commission approved a Budget of \$150,000.00 for the construction of a new S.A.I.L Center in Little River, Alabama in Fiscal Year 2018-2019, and a Budget of \$150,000.00 for the construction of a new S.A.I.L. Center in Loxley, Alabama in Fiscal Year 2019-2020. Subsequent to the installation of the buildings, Baldwin County staff will perform the plumbing, and HVAC to the buildings, the Baldwin County Highway Department will perform the parking lot work, and the remaining items needed to complete the inside of the buildings will be bid separately. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: \$83,463.45 each; total amount \$166,926.90

Budget line item(s) to be used: Little River - 51990.5500.001; Loxley - 51990.5500.002

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Standard County 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: 07/07/2020

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG20-31 BID TABULATION**Purchase & Installation of Two (2) New 40 ft. X 50 ft. Metal Buildings at Loxley and Little River, Alabama**

BIDDER:	J. Smith Contractors, LLC	AL GC LIC. #:	52931
Location:	14771 Longview Drive, Loxley, AL 36551		
Bid Bond:	Yes		
Amount Bid:	<u>\$83,463.45</u>		
Completion Time	14 Weeks		
Location:	70171 Ralph Gantt Road, Litter River, AL 36550		
Amount Bid:	<u>\$83,463.45</u>		
Completion Time	14 Weeks		
Exceptions:	None		

BIDDER: C. Roberds General Contractors, LLC		AL GC LIC. #: 46677
Location: 14771 Longview Drive, Loxley, AL 36551		
Bid Bond: Yes		
Amount Bid:	<u>\$96,900.00</u>	
Completion Time	90 Days	
Location: 70171 Ralph Gantt Road, Litter River, AL 36550		
Amount Bid:	<u>\$103,900.00</u>	
Completion Time	90 Days	
Exceptions:	Yes	
Exclude all Clearing and Gubbing, Excavation and Removal of 12" of existing soils Structural Fill - Back Fill 18" and compact/grade 200 CY. Exclude Soil Testing and Civil Design, Build Permit Allowance of \$500.00, Deduct \$1,035.00 if cut material is staying on site and deduct \$850.00 from Little River site for cut material		

BIDDER:	The Green-Simmons Company, Inc.	AL GC LIC. #:	38125
Location:	14771 Longview Drive, Loxley, AL 36551		
Bid Bond:	Yes		
Amount Bid:	<u>\$175,000.00</u>		
Completion Time	30 Days		
Location:	70171 Ralph Gantt Road, Litter River, AL 36550		
Amount Bid:	<u>\$175,000.00</u>		
Completion Time	30 Days		
Exceptions:	None		

BIDDER:	Sun Coast Builders , Inc.	AL GC LIC. #: 16687
Location:	14771 Longview Drive, Loxley, AL 36551	
Bid Bond:	Yes	
Amount Bid:	<u>\$79,822.00</u>	
Completion Time	120 days	
Location:	70171 Ralph Gantt Road, Litter River, AL 36550	
Amount Bid:	<u>\$79,065.00</u>	
Completion Time	120 days	
Exceptions:	Yes	
Site Work, Permitting Costs, Testing or Builder's Risk Insurance are not included in bid price		

BIDDER:	G.A. West & Co. Inc.	AL GC LIC. #:	17306
Location:	14771 Longview Drive, Loxley, AL 36551		
Bid Bond:	Yes		
Amount Bid:	<u>\$108,949.00</u>		
Completion Time	14 Weeks		
Location:	70171 Ralph Gantt Road, Litter River, AL 36550		
Amount Bid:	<u>\$108,949.00</u>		
Completion Time	14 Weeks		
Exceptions:	Yes		
Due to the lead time on the procurement of the metal buildings, completion within 30 days of notification to proceed is not possible. G.A. West proposes to complete this project within 14 weeks of notice to proceed.			

BIDDER:	Hammer, Inc.	AL GC LIC. #:	14630
Location:	14771 Longview Drive, Loxley, AL 36551		
Bid Bond:	Yes		
Amount Bid:	<u>\$144,800.00</u>		
Completion Time	20 Weeks		
Location:	70171 Ralph Gantt Road, Litter River, AL 36550		
Amount Bid:	<u>\$142,200.00</u>		
Completion Time	20 Weeks		
Variations:	Both buildings to include 6 windows, Completion time as shown on Bid form		
Erosion Control on Contractor disturbed areas only, NO ADEM permit included, MEP			
not included in contractor bid			

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on Tuesday, May 19, 2020, the Commission authorized staff to solicit bids for the purchase and installation of two (2) new 40 ft. X 50 ft. Metal Buildings in Loxley, Alabama and Little River, Alabama; and

Whereas, staff solicited bids with J. Smith Contractors, LLC, presenting the lowest responsible bid to the County.

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

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

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

unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

PROVIDER: J. Smith Contractors, LLC
7113 Highway 45
Eight Mile, AL 36613
ATTN: James W. Smith

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG20-31**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG20-31 – Purchase and Installation of Two (2) new 40 ft. x 50 ft. Metal Buildings to be located in Loxley, Alabama and Little River, Alabama.”

- A. 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.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

- XVII. General Responsibilities of the COUNTY.

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

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

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

- XIX. **Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XX. **Direct Expenses.** Compensation to PROVIDER for work shall be paid as listed on **"ATTACHMENT A"**. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.
- XXI. **Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.
- Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXII. **Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **fourteen (14) weeks** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. **Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. **Indemnification.** Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.
- XXVIII. The public works project which is the subject of this invitation to bid is funded 100% by County Funds.

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

COUNTY

ATTEST:

BILLIE JO UNDERWOOD/ Date
Chairman

WAYNE DYESS/ Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, 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 _____, 2020.

Notary Public
My Commission Expires

PROVIDER:

J. Smith Contractors, LLC

By _____/Date
Its _____

NOTARY PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2020.

Notary Public
My Commission Expires

"ATTACHMENT A"

BID #WG20-31 RESPONSE FORM

Purchase & Installation of Two (2) 40 ft. X 50 ft. Metal Buildings
Page 1 of 2

Date: 6/10/2020

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

Company Name: J. SMITH CONTRACTORS, LLC

Address: 7113 HWY 45
EIGHT MILE, AL 36613

Company Rep. JAMES W. SMITH
(Rep. Name Typed or Printed)

Position: OWNER

Email address: jsmithcontractors@yahoo.com

Phone: 251-307-5939 - 251-751-0009

Fax: -

Contractor's License Number ALGC 52931
(License Issued by the Alabama State Licensing Board for General Contractors)

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

One (1) 40 ft. x 50 ft. Metal Building

Location: 14771 Longview Drive, Loxley, AL 36551

Amount Bid: \$ 83,463.45

Completion Time: 14 WEEKS

BID #WG20-31 RESPONSE FORM

Purchase & Installation of Two (2) 40 ft. X 50 ft. Metal Buildings
Page 2 of 2

One (1) 40 ft. x 50 ft. Metal Building

Location: 70171 Ralph Gantt Road, Little River, AL 36550

Amount Bid: \$ 83,463.45

Completion Time: 14 WEEKS

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:

05/22/2020, 05/29/2020, 06/05/2020

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 06/05/2020.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 311975

Bid Package #WG20-31.

Amount of Ad: \$204.48

Legal File# #WG20-31.

INVITATION TO BID STATE OF ALABAMA COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on June 10, 2020 at 1:00 P.M., for the Purchase and Installation of Two (2) New 40 ft. x 50 ft. Metal Buildings to be located in Loxley, Alabama and Little River, Alabama for the Baldwin County Commission. Bids will be opened June 10, 2020 at 1:30 P.M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the June 10, 2020 at 1:00 P.M. deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

Bid packages can be obtained from the website www.baldwincountyal.gov or by contacting Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WG20-31.
May 22-29; June 5, 2020

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 05/22, 05/29, 06/05/2020

Catherine Copas

Principal Clerk of the Publisher

Sworn to and subscribed before me this 5th day of June 2020

Juanita Depuy

Notary Public



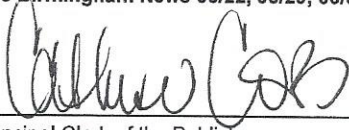
INVITATION TO BID
STATE OF ALABAMA
COUNTY OF BALDWIN
NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on June 10, 2020 at 1:00 P.M., for the Purchase and Installation of Two (2) New 40 ft. x 50 ft. Metal Buildings to be located in Loxley, Alabama and Little River, Alabama for the Baldwin County Commission. Bids will be opened June 10, 2020 at 1:30 P.M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the June 10, 2020 at 1:00 P.M. deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office. Bid packages can be obtained from the website www.baldwincountyal.gov or by contacting Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WG20-31. PRESS REGISTER
May 22, 29, June 5, 2020

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 05/22, 05/29, 06/05/2020



Principal Clerk of the Publisher

Sworn to and subscribed before me this 5th day of June 2020



Notary Public



INVITATION TO BID
STATE OF ALABAMA
COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on June 10, 2020 at 1:00 P.M., for the Purchase and Installation of Two (2) New 40 ft. x 50 ft. Metal Buildings to be located in Loxley, Alabama and Little River, Alabama for the Baldwin County Commission. Bids will be opened June 10, 2020 at 1:30 P.M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the June 10, 2020 at 1:00 P.M. deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office. Bid packages can be obtained from the website www.baldwincountyal.gov or by contacting Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WG20-31.

Bham News: May 22, 29, June 5, 2020

Re: #WG20-31

INVITATION TO BID

STATE OF ALABAMA

COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on June 10, 2020 at 1:00 P.M., for the Purchase and Installation of Two (2) New 40 ft. x 50 ft. Metal Buildings to be located in Loxley, Alabama and Little River, Alabama for the Baldwin County Commission. Bids will be opened June 10, 2020 at 1:30 P.M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the June 10, 2020 at 1:00 P.M. deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

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Mont. Adv. 5/22, 5/29, 6/5/2020
0004200420

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Montgomery Advertiser
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Daily-Montgomery, Montgomery County, AL



Baldwin County Commission

Agenda Action Form

File #: 20-1211, **Version:** 1

Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

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 #WG20-32 - Provision of Emulsified Asphalt (Bituminous Materials) for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Emulsified Asphalt (Bituminous Materials) to **Blacklidge Emulsions, Inc.** as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

05/19/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the provision of Emulsified Asphalt (Bituminous Materials); and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were opened in the Purchasing Conference Room on June 5, 2020, at 1:30 P.M. One (1) bid was received. Staff recommends the Commission award the bid for the Provision of Emulsified Asphalt (Bituminous Materials) to Blacklidge Emulsions, Inc. as per the attached Award Listing.

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: 07/07/2020

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

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

Letter to Bidder

Additional instructions/notes: N/A

COMPETITIVE BID #WG20-32 Award Listing
Provision of Emulsified Asphalt
Effective July 7, 2020 through July 7, 2021

BIDDER: Blacklidge Emulsions, Inc.

Description of item	Estimated Quantity (Gallons)	FOB	FOB
		Picked up by Baldwin County (Price per Gallon)	Delivered to Baldwin County (Price per Gallon)
CSS-1	5,000	No Bid	No Bid
CSS-1h	5,000	No Bid	No Bid
CRS-2	5,000	No Bid	No Bid
CRS-2h	5,000	No Bid	No Bid
CQS-1h	5,000	No Bid	No Bid
AE-P	5,000	No Bid	No Bid
MC-70	1,000	No Bid	No Bid
NTSS-1HM	5,000	\$3.25	\$3.50
		FOB	FOB
		Picked up by Baldwin County (Price per 5 Gallon Bucket)	Delivered to Baldwin County (Price per 5 Gallon Bucket)
		Minimum 16 Buckets per order	Minimum 16 Buckets per order
CSS-1H	Per 5 gal. Bucket	No Bid	No Bid
SS-1H	Per 5 gal. Bucket	\$45.00	No Bid
Supply/Pick up Location:		Gulfport, MS	



Baldwin County Commission

Agenda Action Form

File #: 20-1213, **Version:** 1

Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG20-33 - Provision of Bottled Water for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Bottled Water to **Coca-Cola Bottling Company United, Inc.**, per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

05/19/2020 meeting: 1) Approved the specifications for the Provision of Bottled Water and authorized the Purchasing Director place a competitive bid; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums for clarifications if required after the bid is advertised.

Background: Bids opened in the Purchasing Conference Room on June 8, 2020, at 1:30 P.M. One (1) bid was received. Staff recommends the Commission award the bid to Coca-Cola Bottling Company United, Inc. for the provision of bottled water as per the attached Award Listing.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
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: 07/07/2020

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG20-33 – Award Listing

Provision of Bottled Water

Effective Date: 07/16/20 through 07/16/2021

BIDDER: Coca-Cola Bottling Co. United, Inc.

ITEM: Bottled Water 16.9 oz.

Amount Bid: \$0.225 per bottle = \$ 5.40 per case

Manufacturer or Brand: Dasani

Transportation per hour rate: \$ No delivery Charge



Baldwin County Commission

Agenda Action Form

File #: 20-1215, **Version:** 1

Item #: BE6

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-39 - Purchase and Installation of One (1) New 300 kW Generator and One (1) New 400 AMP Automatic Transfer Switch for the Baldwin County Revenue Commission Building Located in Bay Minette, Alabama

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the purchase and installation of one (1) new 300 kW generator and one (1) new 400 AMP automatic transfer switch for the Baldwin County Revenue Commission Building located in Bay Minette, Alabama; 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: The Commission approved in the Fiscal Year 2020 Budget the purchase and installation of one (1) new 300 kW generator and one (1) new 400 AMP automatic transfer switch for the Baldwin County Revenue Commission Building in Bay Minette, Alabama. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 07/07/2020

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

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

Additional instructions/notes: N/A

BID #WG20-39 SPECIFICATIONS

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

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

Award will be to the lowest responsible bidder meeting the specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, resale value of equipment, and expedient service and experience are among the factors that will be considered in determining the responsive bidder.

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 PRICE

Bidder shall submit an all-inclusive, lump sum, bid price as indicated on the Bid Response Form. The price shall include all applicable charges, including but not limited to delivery, installation, labor, materials, warranties, and incidentals for a complete working unit.

BID RESPONSE FORM

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

WARRANTY

A copy of the standard manufacturer's warranty shall be attached to the Bid Response Form.

DELIVERY

Delivery and installation shall be as soon as possible after the receipt of order, but no more than **ninety (90) days**. Lead time shall play a large part of the bid award but will not be the only determining factor. Completion time shall be stated on the bid Response Form.

On-site delivery and installation shall be to the Baldwin County Revenue Commission Building (Baldwin County Annex V) located at 1705 U.S. Highway 31 South, Bay Minette, Alabama, 36507. Delivery date and time shall be setup with Wanda Gautney, Purchasing Director, via phone at (251) 580-2520. Equipment shall be delivered to and installed on the property. Delivery and installation **shall include** start-up, testing and lugs.

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.

BIDS FOR ALL OR PART

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

BIDDERS 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.

Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

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

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

PERFORMANCE BOND

A Performance Bond & Labor and Materials Bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. 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. **Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.**

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; \$5,000.00 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 \$1,000,000.00 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 \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and hold 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.

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.

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.

GUARANTEE

A one (1) year guarantee shall be provided by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship and materials. This warranty is exclusive of:

- 1) Physical damage by the Owner and/or other trades.
- 2) "Acts of God" – fire, civil commotion, natural catastrophes or vandalism.

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site.

FINAL PAYMENT

Final payment shall be withheld until provisions of the specifications are met as stated on page 4, Title 39, Section (f) of the contract, including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

FUNDING SOURCE

This public works project is being funded 100% by the Baldwin County Commission.

COORDINATION WITH BALDWIN COUNTY COMMISSION

The primary contact person for the Baldwin County Commission will be Wanda Gautney, Purchasing Director, at (251) 580-2520. Junius Long, Facilities Maintenance Coordinator, at (251) 295-3133, shall be responsible for coordinating the date(s) and time(s) that work will be performed in order to ensure that there is no interruption of normal operating activities at the site.

**SPECIFICATIONS FOR A NATURAL GAS GENERATOR AND
AUTOMATIC TRANSFER SWITCH**

**Gillette Model SP-3000 (Aluminum) 300 KW 277/480V Generator or Equivalent
ASCO Series 300 3AUS 3 Phase 400 AMP Automatic Transfer Switch or Equivalent**

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. The work described by these specifications includes the furnishing of all labor, materials, equipment, testing, and training to provide a complete and workable power system, including but not limited to the generator, the controller, the automatic transfer switch, the circuit breaker, and delivery and installation as specified herein. It is the intent of these specifications to have a single source responsibility for the generator set and the automatic transfer switch. That is, the power system shall be finished by a single contractor who shall be responsible for the design, coordination, and testing of the complete system. All equipment shall be new and of current production of a national firm that manufactures generator sets and controls, transfer switches, switchgear, and/or associated accessories. **The contractor shall be responsible for constructing a concrete pad of sufficient strength and size to support the applicable operating weight of the generator.** The scope of work regarding the two main components, the generator and the automatic transfer switch, are further detailed below.

1. Generator:

Provide and install a standby power system to supply electrical power in event of failure of normal supply, consisting of a liquid cooled natural gas engine, an AC alternator and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.

2. Automatic transfer switch:

Provide and install an automatic transfer switch that will initiate a signal on primary power failure and automatically detect a secondary power source, transferring the load to this secondary source. On restoration of primary power, the switch must automatically re-transfer the load back to primary power and signal the secondary source to shut down. The switch must be a self-contained device with all features described herein.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. An electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.
- B. The generator set must conform to applicable NFPA standards.
- C. The generator set must be available with the Underwriters Laboratories listing (UL2200) for a stationary engine generator assembly.
- D. The transfer switch must be UL listed for use in emergency systems.

- E. The generator set must meet EPA federal emission guidelines for stationary standby power generation.

1.3 MANUFACTURER QUALIFICATIONS

- A. This system shall be supplied by Gillette Generators, Inc. or an equivalent manufacturer who has been regularly engaged in the production of engine-alternator sets, automatic transfer switches, and associated controls for a minimum of ten years, thereby identifying one source of supply and responsibility.
- B. To be classified as a manufacturer, the builder of the generator set must manufacture, at a minimum, engines or alternators.
- C. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.

PART 2 GENERATOR

2.1 ENGINE

A.	Manufacturer	Power Solutions, Inc. (PSI) or equivalent
B.	Model and Type	Heavy Duty, 14.6LTCAC, 4 cycle
C.	Aspiration	Turbocharged & Charge Air Cooled
D.	Cylinders	8
E.	Displacement Cu. In. (Liters)	892 (14.6)
F.	Bore & Stroke In. (Cm.)	5.04 x 5.59 (12.8 x 14.2)
G.	Compression Ratio	10.5:1
H.	Main Bearings & Style	10, Precision Half-Shell
I.	Cylinder Head	Cast Iron
J.	Pistons	Cast Aluminum
K.	Crankshaft	Forged Steel
L.	Exhaust Valve	Inconel, A193
M.	Governor	Electronic
N.	Frequency Reg. (no load-full load)	Isochronous
O.	Frequency Reg. (steady state)	+/- ¼%
P.	Air Cleaner	Dry, Replaceable Cartridge
Q.	Engine Speed	1800

R.	Piston Speed, ft/min (m./min)	1677 (511)
S.	Max Power, bhp (kwm) Standby/LPG	319 (238)
T.	Max Power, bhp (kwm) Standby/NG	459 (342)
U.	Ltd. Warranty Period	12 Months or 2000 hrs., first to occur
2.2	FUEL SYSTEM	
A.	Type	Natural Gas
B.	Fuel Pressure (kpa), in. H ₂ O	(1.74-2.74), 7" – 11"
C.	Secondary Fuel Regulator	Natural Gas
D.	Auto Fuel Lock-Off Solenoid	Standard
E.	Fuel Supply Inlet Line	(2) 2" NPTF
2.3	FUEL CONSUMPTION	
A.	Natural Gas: Cubic feet per hourStandby	
	100% LOAD	3172 (89.8)
	75% LOAD	2538 (71.8)
	50% LOAD	1745 (49.4)
2.4	OIL SYSTEM	
A.	Type	Full Pressure
B.	Oil Pan Capacity qt. (L)	42.3 (40.0)
C.	Oil Pan Capacity with filter qt. (L)	49.7 (47.1)
D.	Oil Filter	2, Replaceable Spin-On
2.5	ELECTRICAL SYSTEM	
A.	Ignition System	Electronic
B.	Eng. Alternator/Starter	24 VDC, negative ground, 45 amp/hr.
2.6	COOLING SYSTEM	
A.	Type of System	Pressurized, closed recovery
B.	Coolant Pump	Pre-lubricated, self-sealing
C.	Cooling Fan Type (no. of blades)	Pusher (12)
D.	Fan Diameter inches (mm)	45" (1143)

E.	Ambient Capacity of Radiator	125 degrees Fahrenheit, 51.6 degrees Celsius
F.	Engine Jacket Coolant Capacity Gal (L)	9.5 (43.2)
G.	Radiator Coolant Capacity Gal (L)	50.0 (227.3)
H.	Maximum Restriction of Cooling Air Intake and discharge side of radiator In. H2O (kpa)	0.5 (.125)
I.	Water Pump Capacity gpm (L/min)	180 (680)
J.	Heat Reject Coolant: Btu/min (kw)	16,189 (284)
K.	Low Radiator Coolant Level Shutdown	Standard

2.7 AIR REQUIREMENTS

A.	Combustion Air, cfm (kg/hr)	532 (1064)
B.	Radiator Air Flow cfm (sq. m/min)	30,000 (849)
C.	Heat Rejected to Ambient:	
	Engine: kw (btu/min)	66.0 (3765)
	Alternator: kw (btu/min)	23 (1309)

2.8 EXHAUST SYSTEM

A.	Exhaust Outlet Size	(2) 4"
B.	Max. Back Pressure, in. hg (KPA)	3.0 (10.2)
C.	Exhaust Flow, at rated kw: cfm (sq. m/min)	2521 (71.3)
D.	Exhaust Temp., at rated kw	1382 degrees Fahrenheit, 750 degrees Celsius

2.9 BATTERY

A.	Standard battery as per the manufacturer's recommendations that shall maintain system compatibility with the generator, circuit breaker and all other system components	
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2.10 BATTERY CHARGER

A.	Make and Model	Minn Kota model MK210D or equivalent Product Code 1822105 (2 bank x 5 amps)
B.	Features	Waterproof Shock and vibration resistant Saltwater tested and corrosion resistant Short circuit, reverse polarity, and ignition protected

Digitally controlled

Compatible with 12V/6 cell batteries that are flooded/wet cell, maintenance free or starved electrolyte (AGM) only

FCC compliant

UL listed to marine standard 1236

Includes a manufacturer's warranty of a minimum of 3 years

2.11 BLOCK HEATER

- A. Standard 120V block heater as per the manufacturer's recommendations that shall maintain system compatibility with the generator, circuit breaker and all other system components

2.12 SOUND LEVELS MEASURED IN dB(A)

A.	Open Set	Level 2 Encl.
Level 2, Critical Silencer	92	80
Level 3, Hospital Silencer		75

2.13 DERATE GENERATOR FOR ALTITUDE

- A. 3% per 1000 ft. (305m) above 3000 ft. (914m) from sea level

2.14 DERATE GENERATOR FOR TEMPERATURE

- A. 2% per 10 degrees Fahrenheit (5.6 degrees Celsius) above 104 degrees Fahrenheit (40 degrees Celsius)

2.15 DIMENSIONS AND WEIGHTS

A.	Open Set	Level 2 Encl.
Length in (cm)	152 (368)	186 (473)
Width in (cm)	72 (183)	72 (183)
Height in (cm)	80 (203)	94 (239)
3 Ø Net Weight lbs (kg)	8475 (3844)	10975 (4978)
3 Ø Ship Weight lbs (kg)	8825 (4003)	11325 (5137)

2.16 ENCLOSURE

- A. Weather/sound proof aluminum housing protective enclosure
- B. Rated for 180 MPH winds

- C. Corrosion resistant
- D. 9 Heated and Agitated Wash Stages
- E. Zinc Phosphate etching-coating stage
- F. Final baked on enamel powder coat
- G. 18/8 stainless steel hardware

PART 3 DIGITAL MICROPROCESSOR CONTROLLER – GENERATOR

3.1 SPECIFICATIONS

- A. Make and Model Power Solutions, Inc. (PSI) Deep Sea 7420 or equivalent

3.2 FEATURES

- A. Backlit, digital display that continuously displays the status of the engine and the generator, including warnings and shut down status when applicable
- B. Controller shall also monitor speed, frequency, voltage, current, oil pressure, coolant temp., and fuel levels
- C. (11) configurable inputs
- D. (8) configurable outputs
- E. Mains (utility) failure detection
- F. (250) event logs
- G. Configurable timers
- H. Automatic shutdown or warning during fault detection
- I. Remote start (on load)
- J. Engine preheat
- K. Advanced metering capability
- L. Hour meter
- M. Text LCD displays
- N. Protected solid state outputs
- O. Test buttons for stop/reset
- P. Manual mode
- Q. Auto mode

- R. Lamp test
- S. Start button
- T. Power monitoring (kWh, kVAr, kVAh, kVArh)
- U. Expansion features including RS232, RS484 (using MODBUS-RTU/TCP)
- V. Direct USB connection with PC
- W. Expansion option using DSENet for remote annunciation and remote relay interfacing for a distance of up to 3300 feet
- X. Controller software available to download from the internet which allows monitoring with direct USB cable, LAN, or by internet via the built-in web interface
- Y. Tamper-proof engine hour meter

PART 4 AUTOMATIC TRANSFER SWITCH – ASCO SERIES 300 3AUS 3 PHASE 400 AMP OR EQUIVALENT

4.1 GENERAL

- A. The automatic transfer switch shall be service entrance rated, and shall maintain system compatibility with the generator, circuit breaker and all other system components, and with local service responsibility for the complete emergency power system. The controller at the generator handles should handle all the timing, sensing, exercising functions, and transfer commands. The automatic transfer switch shall be listed by Underwriter's Laboratory, Standard 1008 with fuse or circuit breaker protection. Representative production samples of the transfer switch supplied shall have demonstrated through tests the ability to withstand at least 10,000 mechanical operation cycles. One operation cycle is the electrically operated transfer from normal to emergency and back to normal. Wiring must comply with NEC table 312.6. The manufacturer shall furnish schematic and wiring diagrams for the particular automatic transfer switch and a typical wiring diagram for the entire system.

4.2 MANUFACTURER REQUIREMENTS

- A. The automatic transfer switch manufacturer shall maintain a national service organization of company-employed personnel located throughout the contiguous United States. The service center's personnel must be factory trained and must be on call 24 hours a day, 365 days a year.
- B. The manufacturer shall maintain records of each switch, by serial number, for a minimum of 20 years.
- C. For ease of maintenance and parts replacement, the switch nameplate shall include drawing numbers and part numbers for the main coil and control.

4.3 SPECIFICATIONS

- A. Make and Model ASCO Power Technologies Series 3AUS or

- | | | |
|----|----------|---------------|
| | | equivalent |
| B. | Amperage | 400 Amps |
| C. | Voltage | 277/480 Volts |
| D. | Assembly | Solid neutral |
- E. Tests and Certification
1. The complete 3AUS or equivalent shall be factory tested to ensure proper orientation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
 2. Upon request, the manufacturer shall provide a notarized letter certifying compliance with all of the requirements in these specifications including compliance with the codes and standards listed below and withstand and closing ratings. The certification shall identify, by serial number(s) the equipment involved. No exceptions to these specifications, other than those stipulated at the time of the submittal, shall be included in the certification.
- F. Enclosure
1. The service entrance 3AUS shall be furnished in a NEMA type 1 enclosure.
 2. Provide strip heater with thermostat for Type 3R enclosure requirements.
 3. Controller shall be mounted on, visible, and operational through enclosure door.
 4. The complete assembly shall be degreased, and thoroughly cleaned through a five-stage aqueous process. The finish shall be ANSI-61, light gray, electrostatically charged polyester powder paint over a phosphate coating, at a minimum of 2.0 mils in density. Finish shall be suitable for indoor and outdoor environments.
 5. For those automatic transfer switches that are less than 1000 amperes, the connection between the normal disconnecting device and the ATS shall be made with the appropriate size cable. For those automatic transfer switches that are greater than 1000 amperes, the connection between the normal disconnecting device and the ATS shall be made with the appropriate size bus. Bus shall be silver plated copper rated no less than 1000 amps per square inch.
 6. A pressure disconnect link shall be provided to disconnect the normal source neutral connection from the emergency and load neutral connections for 4-wire applications. A ground bus shall be provided for connection of the grounding conductor to the grounding electrode. A pressure disconnect link for the neutral to ground bonding jumper shall be provided to connect the normal neutral connection to the ground bus.
 7. Control wiring shall be rated for 600 volt, UL 1015. Wires shall be placed in wire duct or harnessed and shall be supported to prevent sagging or breakage from

weight or vibration. All wiring to hinged doors shall be run through door terminal blocks or connection plugs.

G. Functions

1. Voltage and Frequency Sensing

- a) Voltage and frequency on both the normal and emergency sources (as noted below) shall be continuously monitored, with the following pickup, dropout, and trip settings capabilities (values shown as % of nominal unless otherwise specified).

<u>Parameter</u>	<u>Sources</u>	<u>Dropout/Trip</u>	<u>Pickup/Reset</u>
Undervoltage	N & E	70 to 98%	85 to 100%
Overvoltage	N & E	102 to 116%	2% below trip
Underfreq.	N & E	85 to 98%	86 to 100%
Overfreq.	N & E	101 to 111%	2% below trip

- b) Repetitive accuracy of all settings shall be within 1% at +25C
- c) Voltage and frequency settings shall be field adjustable in 1% increments either locally with the display and keypad or remotely via serial communications port access.
- d) Source status screens shall be provided for both normal & emergency to provide digital readout of voltage and frequency. Single phase sensing should be present on emergency.

2. Time Delays

- a) A time delay shall be provided to override momentary normal source outages and delay all transfer and engine starting signals, adjustable 0 to 6 seconds. It shall be possible to bypass the time delay from the controller user interface.
- b) A time delay shall be provided on transfer to emergency, adjustable from 0 to 60 minutes 59 seconds for controlled timing of transfer of loads to emergency. It shall be possible to bypass the time delay from the controller user interface.
- c) A generator stabilization time delay shall be provided after transfer to emergency, adjustable for either 0 or 4 seconds.
- d) A time delay shall be provided on retransfer to normal, adjustable from 0 to 9 hours 59 minutes 59 seconds. Time delay shall be automatically bypassed if emergency source fails and normal source is acceptable.
- e) A cooldown time delay shall be provided on shutdown of engine generator, adjustable from 0 to 60 minutes 59 seconds.

- f) All adjustable time delays shall be field adjustable without the use of special tools.
- g) A time delay activated output signal shall also be provided to drive an external relay(s) for selective load disconnect control. The controller shall have the ability to activate an adjustable 0 to 5 minutes 59 seconds time delay in any of the following modes:
 - i. Prior to transfer only
 - ii. Prior to and after transfer
 - iii. Normal to emergency only
 - iv. Emergency to normal only
 - v. Normal to emergency and emergency to normal
 - vi. All transfer conditions or only when both sources are available
- h) In the event that the alternate source is not accepted within the configured Failure to Accept time delay, the common alert indication shall become active.

H. Additional Features

1. The user interface shall be provided with test/reset modes. The test mode will simulate a normal source failure. The reset mode shall bypass the time delays on either transfer to emergency or retransfer to normal.
2. A set of contacts rated 5 amps, 30 VDC shall be provided for a low-voltage engine start signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output and run for the duration of the cool down setting regardless of whether the normal source restores before the load is transferred.
3. Auxiliary contacts rated 10 amps, 250 VAC shall be provided consisting of one contact, closed when the ATS is connected to the normal source and one contact closed when the ATS is connected to the emergency source.
4. A single alarm indication shall light up for the alert indicator and de-energize the configured common alarm output relay for external monitoring.
5. LED indicating lights shall be provided. One shall indicate when the ATS is connected to the normal source (green) and one shall indicate when the ATS is connected to the emergency source (red.)
6. LED indicating lights shall be provided and energized by controller outputs. The lights shall provide true source availability of the normal (green) and emergency (red) source, as determined by the voltage sensing trip and reset settings for each source.

7. LED indicating light shall be provided to indicate if the switch is not in automatic mode (manual) and shall blink (amber) to indicate if transfer is inhibited.
8. LED indicating light shall be provided to indicate any alarm condition or active time delay (red.)

4.4 CONTROLLER – AUTOMATIC TRANSFER SWITCH

- A. The automatic transfer switch shall include a controller with an integrated user interface panel.
- B. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance.
- C. The controller shall direct the operation of the transfer switch. The controller's sensing and logic shall be controlled by a built-in microprocessor for maximum reliability, minimum maintenance, inherent serial communications capability, and the ability to communicate via Ethernet through optional communications module.
- D. A single controller shall provide single and three phase capability for maximum application flexibility and minimal spare part requirements. Voltage sensing shall be true RMS type and shall be accurate to +/- 1% of nominal voltage. Frequency sensing shall be accurate to +/- 0.1 Hz. Time delay settings shall be accurate to +/- 0.5% of the full scale value of the time delay. The panel shall be capable of operating over a temperature range of -20 to +70 degrees C, and storage from -55 to +85 degrees C.
- E. The controller shall be enclosed with a protective cover and be mounted separate from the transfer switch unit for safety and ease of maintenance. Sensing and control logic shall be provided on printed circuit boards.
- F. The controller shall meet or exceed the requirements for Electromagnetic Combability (EMC) as follows:
 1. IEC 60947-6-1 Multiple Function Equipment Transfer Switching Equipment. 61000-4 Testing and Measurement Techniques – Overview
 - a) IEC 61000 – 4 – 2 Electrostatic Discharge Immunity
 - b) IEC 61000 – 4 – 3 Radiated RF Field Immunity
 - c) IEC 61000 – 4 – 4 Electrical Fast Transient/Burst Immunity
 - d) IEC 61000 – 4 – 5 Surge Immunity
 - e) IEC 61000 – 4 – 6 Conducted RF Immunity

2. CISPR 11 – Conducted RF Emissions and Radiated RF Emissions

- G. The controller shall include a built-in time delay for delayed transition operation. The time delay for the load disconnect position or delayed transition operation should be adjustable from 0 to 5 minutes 59 seconds.
- H. Controller Display and Keypad
 - 1. A 128*64 graphical LCD display and keypad shall be an integral part of the controller for viewing all available data and setting desired operational parameters. Operational parameters shall also be available for viewing and limited control through the communications port. All instructions and controller settings shall be easily accessible, readable and accomplished without the use of codes, calculations, or instruction manuals. The following parameters shall only be adjustable via DIP switches on the controller:
 - a) Nominal line voltage and frequency
 - b) Single or three phase sensing on normal
 - c) Transfer operating mode configuration (open transition or delayed transition)
- I. Additional Features
 - 1. The following features shall be built-in to the controller but capable of being activated through keypad programming or the serial port only when required by the user.
 - a) Provide the ability to select “commit/no commit to transfer” to determine whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.
 - b) A variable window in-phase monitor shall be provided in the controller. The monitor shall control transfer so that the motor load in-rush currents do not exceed normal starting currents and shall not require external control of power sources. The in-phase monitor shall be specifically designed for and be the product of the ATS manufacturer.
 - c) An engine generator exercising timer shall be provided to configure weekly and bi-weekly automatic testing of an engine generator set with or without load for 20 minutes fixed. It shall be capable of being configured to indicate a day of the week and a time at which weekly testing should occur.

2. The following feature shall be built-in to the controller but capable of being activated through keypad programming, communications interface port, or additional hardware.

- a) Terminals shall be provided for a remote contact to signal the ATS to transfer to emergency. This inhibit signal can be enabled through the keypad or serial port.
- b) The controller's LCD display shall include a "System Status" screen which shall be readily accessible from any point in the menu by depressing the "ESC" key. This screen shall display a clear description of the active operating sequences and switch position. Controllers that require multiple screens to determine system status or display "coded" system status messages which must be explained by referring to the operator's manual are not acceptable.
- c) The controller shall contain a diagnostic screen for the purpose of detecting system errors. This screen shall provide information on the status input signals to the controller which may be preventing load transfer commands from being completed.
- d) The controller shall be capable of interfacing, through an optional serial communication port with a network of transfer switches, locally (up to 4000 ft.) Standard software specific for transfer switch applications shall be available by the transfer switch manufacturer. The software shall allow for the monitoring, control and setup of parameters.
- e) The controller shall have the ability to log data and to maintain the last 300 events, even in the event of total power loss. The following events shall be time and date stamped and maintained in a non-volatile memory:

1. Event Logging

- I. Data, time and reason for transfer normal to emergency
- II. Data, time and reason for transfer emergency to normal
- III. Data, time and reason for engine start
- IV. Data and time engine stopped
- V. Data and time emergency source available
- VI. Data and time emergency source not available

2. Statistical Data

- I. Total number of transfers
- II. Total number of transfers due to source failure
- III. Total number of days controller is energized
- IV. Total number of hours both normal and emergency sources are available
- V. Total time load is connected to normal
- VI. Total time load is connected to emergency
- VII. Last engine start
- VIII. Last engine start time
- IX. Input and output status

PART 5 MAIN CIRCUIT BREAKER – EATON POWER DEFENSE – 480V OR EQUIVALENT

5.1 SPECIFICATIONS

A.	Make and Model	Eaton Power Defense PDG33G0600B2NJNNNNNN or equivalent
B.	Frame Size	Frame 3
C.	Poles	3 Pole
D.	Voltage	480V AC
E.	Interruption or Breaking Capacity	35kA
F.	Continuous Current Rating (In)	600A
G.	Trip Unit Type	PXR10
H.	Trip Unit Options 1	LSI
I.	Trip Unit Options 2	None
J.	Indicating Accessories	None
K.	Indicating Accessories Terminal	None
L.	Tripping Accessories	None
M.	Tripping Accessories Terminal	None
N.	Tripping Accessories Voltage	None

O.	Line Type Description	Option 1 – Standard Terminal
P.	Line Conductor Options	(2) 2 – 500
Q.	Load Terminal Type	Aluminum

PART 6 ADDITIONAL PROJECT REQUIREMENTS

6.1 APPLIED STANDARDS

- A. The generator set(s) must be manufactured to the applicable specifications on file with Underwriters Laboratories and the UL 2200 mark must be affixed.
- B. The transfer switch(es) must be UL listed and carry the UL mark for use in emergency systems.

6.2 FACTORY TESTING

- A. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:
 - 1. Verifying all safety shutdowns are functioning properly.
 - 2. Verify single step load pick-up per NFPA 110-1996, Paragraph 5-13.2.6.
 - 3. Verify transient and voltage dip responses and steady state voltage and speed (frequency) checks.

6.3 OWNER’S MANUALS

- A. Three (3) sets of owner’s manuals specific to the product supplied must accompany delivery of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to this model must be included.

6.4 WARRANTY

- A. The standby electric generating system components, complete engine-generator and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of 24 months. Such defective parts shall be repaired or replaced at the manufacturer’s option, free of charge. Travel and labor shall be included for the first 12 months.

The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

6.5 INSTALLATION

- A. Amounts bid shall be all-inclusive, including but not limited to the following: all electrical work, labor, materials, concrete pad, crane, Automatic Transfer Switch insulation, new wire, new conduit, termination of Automatic Transfer Switch and Generator and Power Company fees, permit fees, and all other expenses and materials necessary for the delivery and installation of the items bid.
- B. Gas line plumbing to the generator shall be performed by the applicable utility company.

6.6 TESTING

- A. All components of the electrical power system shall be sufficiently tested during design verification, production, and after delivery and installation is completed.
 - 1. Design Prototype Tests: Components of the emergency system such as the engine/generator set, automatic transfer switch, and accessories shall not be subjected to prototype tests since the tests are potentially damaging. Rather, similar design prototypes and pre-production models, which will not be sold, shall have been used for said tests. Prototype test certification and specification sheets showing all standard and optional accessories to be supplied, schematic wiring diagrams, dimension drawings, and interconnection diagrams shall be included with the bid submission.
 - 2. Production Tests: The automatic transfer switch shall be tested under load with all guards in place. The complete automatic transfer switch shall be subjected to a dielectric strength test per NEMA Standard ICS 1-109.05. The control panel shall meet or exceed the voltage surge withstand capability in accordance with ANSI C37.90a-2978 and the impulse withstand voltage test in accordance with NEMA Standard ICS 1-109.
 - 3. Site Tests: The contractor shall perform a comprehensive installation check, start-up, and building load test. The County contact person shall be notified prior to and shall be present for the final site test.

BID #WG20-39 RESPONSE FORM

Purchase of One (1) 300 kW Generator and One (1) 3 Phase 400 AMP Automatic Transfer Switch

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Contractor's License Number _____

(License Issued by the Alabama State Licensing Board for General Contractors)

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

Financing through another agency beside yourself _____ or _____
Yes No

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

Financing Agency Authorized Signature

BID #WG20-39 RESPONSE FORM

Purchase of One (1) 300 kW Generator and One (1) 3 Phase 400 AMP Automatic Transfer Switch

Page 2 of 2

Generator Make and Model: _____

Automatic Transfer Switch Make and Model: _____

Amount Bid: \$_____

Completion Time after Receipt of Order (Days)_____

Brochures showing the equipment offered shall be attached to this Response Form.
All exceptions must be listed and attached to the bid response form.

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER:

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

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

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

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

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

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

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

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or

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

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

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

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

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

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

PROVIDER:

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG20-39**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG20-39 named, Purchase of One (1) 300 kW Generator and One (1) 3 Phase 400 AMP Automatic Transfer Switch.”

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

XVIII. Termination of Services. The COUNTY may terminate this contract, with or without cause or reason, by giving ten (10) 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.

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be \$_____. Said compensation shall be all inclusive, including without limitation, reimbursement of all costs, incidentals and operating expenses associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **ninety (90) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives

(collectively "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 Contract shall be executed with three (3) originals, each of which are equally valid as an original.

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

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

XXVIII. The public works project which is the subject of this invitation to bid is funded 100% by County Funds.

XXVIV. 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.

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

COUNTY

ATTEST:

BILLIE JO UNDERWOOD/ 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, Billie Jo Underwood, 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 seal on this the _____ day of _____, 2020.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER

Insert Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 2020.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 20-1216, **Version:** 1

Item #: BE7

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-40 - Provision of Instant Precooked Meals 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 Instant Precooked Meals; and
- 2) Further authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

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 Instant Precooked Meals.

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: 07/07/2020

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

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

Additional instructions/notes: N/A

BID #WG20-40 SPECIFICATIONS

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

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

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

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

BID RESPONSE FORM

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

DELIVERY

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

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

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

MEAL SPECIFICATIONS

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

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

Multiple varieties of entrees

Minimum 3/4 pound of food per meal

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

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

Plastic cutlery set shall be provided within each meal.

Nutritional values for each meal must be provided at bid.

BID #WG20-40 RESPONSE FORM

Provision of Instant Pre-Cooked Meals

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or _____
Yes No

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

Financing Agency Authorized Signature

BID #WG20-40 RESPONSE FORM

Provision of Instant Pre-Cooked Meals

Page 2 of 2

Entree Variety #1: _____ Cost Per meal: \$ _____

Entree Variety #2: _____ Cost Per meal: \$ _____

Entree Variety #3: _____ Cost Per meal: \$ _____

Entree Variety #4: _____ Cost Per meal: \$ _____

Entree Variety #5: _____ Cost Per meal: \$ _____

Entree Variety #6: _____ Cost Per meal: \$ _____

Entree Variety #7: _____ Cost Per meal: \$ _____

Entree Variety #8: _____ Cost Per meal: \$ _____

Entree Variety #9: _____ Cost Per meal: \$ _____

Entree Variety #10: _____ Cost Per meal: \$ _____

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



Baldwin County Commission

Agenda Action Form

File #: 20-1222, **Version:** 1

Item #: BE8

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wanda Gautney, Purchasing Director; Terri Graham, Solid Waste Director; Ed Fox, Landfill Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG20-41 - Annual Scrap Metal & White Good Recycling 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 Annual Scrap Metal & White Good Recycling Services for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Annual Scrap Metal & White Good Recycling 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: 07/07/2020

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

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

Additional instructions/notes: N/A

BID #WG20-41 SPECIFICATIONS

The Baldwin County Commission is seeking scrap metal and white good recycling services for its Landfills, and Transfer Station.

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.

The bid will be awarded to the **highest 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.

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.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) month period. The period shall begin on August 22, 2020.

The Baldwin County Commission intends to award the bid to one vendor.

BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all services, materials and equipment, 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 services, materials and equipment contemplated therein. Conditional bids will not be accepted.

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 the work performed under the Contract 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.

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

Prior to performing services pursuant to this Contract, BUYER 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 BUYER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold BUYER in material default and pursue any and all remedies available.

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

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.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extent allowed by law, BUYER 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 BUYER. BUYER 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 agreement.

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 OSHA (Occupational Safety and Health Act). Contractor shall 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

The County or Contractor reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, with or without cause.

SCOPE OF WORK

The Baldwin County Commission operates two (2) landfills and one (1) transfer station for the purpose of processing solid waste materials in Baldwin County. Waste material from outside Baldwin County is not accepted at the landfills or transfer station. The landfill and transfer station facilities are as follows:

Magnolia Sanitary Landfill

15140 County Road 49
Summerdale, AL 36580

MacBride Construction and Demolition Landfill

14200 County Road 64
Loxley, AL 36551

Bay Minette Transfer Station

291 Nicholsville Road
Bay Minette, AL 36507

Miscellaneous Scrap Metal, White Goods, Heavy Scrap Metal, and Sheet Aluminum are separated at each facility and stored for recycling purposes.

The Baldwin County Commission is requesting bids for the sale of *Miscellaneous Scrap Metal*, (including but not limited to sheet metal, wire, grills, swing sets, lawn furniture, steel drums and various other miscellaneous scrap metal), *White Goods*, (including but not limited to refrigerators, freezers, stoves, washers, dryers, water heaters and other appliances), *Heavy Scrap Metal* (including but not limited to brake drums, engine blocks, cylinder heads, structural steel, hydraulic cylinders, dozer tracks, nuts, bolts, screws, washers, miscellaneous hardware, and various other heavy steel or iron materials approximately 1/4" thick or greater), and *Sheet Aluminum* (thin non-extruded and non-cast such as road signs). Materials are stored at the landfill and transfer station facilities.

Recycling Company (Contractor) must remove *Miscellaneous Scrap Metal*, *White Goods*, *Heavy Scrap Metal* and *Sheet Aluminum* from the facilities listed in the above section approximately once per quarter, however Baldwin County staff reserve the right to schedule more frequent or less frequent removal as needed. Quantities of removed materials of each pick-up cycle to be typical that may be removed via semi tractor-trailer. Contractor may not "pick and choose" *Miscellaneous Scrap Metal* and *White Goods* to remove. Quantity and type of material provided to the Contractor at Baldwin county locations or delivered to the contractor by the County at the Contractor's designated location will be determined solely by the County. All material removed by the Contractor or delivered to the Contractor by the County at the Contractor's designated

location, will become the property of the Contractor and the responsibility of the Contractor. All collections and disposal by the Contractor shall be in accordance with all guidelines established by the Alabama Department of Environmental Management. (ADEM)

Contractor is responsible for collection of all refrigerant from refrigerant-containing appliances or equipment. Refrigerant removal may be performed on-site or off-site. A certified report of refrigerant removal conducted by a reputable firm must be submitted to the Baldwin County Solid Waste department within thirty (30) days of receipt of refrigerant-containing material.

Contractor will transport *Miscellaneous Scrap Metal, White Goods, Heavy Scrap Metal, and Sheet Aluminum* from facilities listed above. Baldwin County staff shall segregate *Heavy Scrap Metal and Sheet Aluminum* from *Miscellaneous Scrap Metal and White Goods*. *Miscellaneous Scrap Metal and White Goods* may be mixed or co-mingled for the purpose of transportation. Loading of material may be performed by Baldwin County personnel and equipment or the Contractor may self-load the material at its option. The Baldwin County Commission accepts no liability for damage to equipment owned by, rented by, or leased to Contractor.

Baldwin County may elect to self-haul *Miscellaneous Scrap Metal, White Goods, Heavy Scrap Metal, and Sheet Aluminum* to the Contractor and will schedule delivery of each load to the Contractor's facility in advance. Contractor will indicate on bid response form the approximate distance from the Magnolia Sanitary Landfill, 15140 County Road 49, Summerdale, Baldwin County, AL 36580 to the Contractor's facility.

Total tonnage of *Miscellaneous Scrap Metal and White Goods, Heavy Scrap Metal, and Sheet Aluminum* will be calculated from weigh scale load tickets as generated at the facilities listed above.

Any questions related to this BID are to be directed by E-mail to the Purchasing Director, Wanda Gautney, wgautney@baldwincountyal.gov

BID #WG20-41 RESPONSE FORM
Annual Scrap Metal Recycling Services
Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Phone: _____

Fax: _____

Email: _____

BID #WG20-41 RESPONSE FORM

Annual Scrap Metal Recycling Services

Page 2 of 2

Scrap Metal & White Goods transported by Contractor

Amount Bid: \$ _____ per net ton

Scrap Metal & White Goods self-hauled by County

Amount Bid: \$ _____ per net ton

Heavy Scrap Metal transported by Contractor

Amount Bid: \$ _____ per net ton

Heavy Scrap Metal self-hauled by County

Amount Bid: \$ _____ per net ton

Sheet Aluminum transported by Contractor

Amount Bid: \$ _____ per net ton

Sheet Aluminum transported by County

Amount Bid: \$ _____ per net ton

Approximate Distance from Magnolia Sanitary Landfill to Contractor's Facility:

_____ Miles

State of Alabama)
County of Baldwin)

CONTRACT FOR SALE/PURCHASE OF GOODS

This Contract for Sale/Purchase of Goods 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 **BUYER**, (hereinafter referred to as "BUYER").

WITNESSETH:

Whereas,

Whereas,

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

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

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. BUYER:

II. Obligations Generally. This document shall serve as the binding contract for the Buyer's purchase of goods from the County. All purchase transactions shall be commenced and completed in a timely manner as, and at the times, herein set out.

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

IV. Professional Qualifications. For the purpose of this Contract, the BUYER represents and warrants to the COUNTY that it possesses both the necessary equipment, resources and 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. BUYER represents and warrants that BUYER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that BUYER 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. BUYER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations whether or not said law or regulation is mentioned herein.

VIII. Independent Contractor. BUYER acknowledges that it is an independent contractor, and BUYER shall at all times remain as such in performing the services under this Contract. BUYER 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 BUYER 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. BUYER is not entitled to unemployment insurance benefits, and BUYER 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 BUYER or COUNTY to create an agency relationship pursuant to this Agreement. Therefore, the BUYER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision

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

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

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by BUYER 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 BUYER 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. BUYER 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:

BUYER:

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

XVI. Services to be Rendered. BUYER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG20-41,”** the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG20-41 named, Annual Scrap Metal and White Good Recycling Services for the Baldwin County Commission.”

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

B. BUYER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, BUYER shall closely coordinate the subject services with the COUNTY and designated personnel.

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

XVII. General Responsibilities of the COUNTY.

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

B. The COUNTY **shall not** be responsible to pay BUYER for services rendered herein.

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

In the event of termination, the BUYER shall pay COUNTY for any scrap metal or white goods collected from COUNTY pursuant to this Contract prior to the date of termination.

XIX. Compensation Limited. No compensation is to be paid to the BUYER under this Contract. Any and all additional expenditures or expenses of BUYER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by BUYER or paid by COUNTY.

XX. Payment to County.

- A. Compensation to the COUNTY for purchased Scrap Metal and White Goods transported by Buyer shall be paid at \$_____ per net ton.
- B. Compensation to the COUNTY for purchased Scrap Metal and White Goods self-hauled by the County shall be paid at \$_____per net ton.
- C. Compensation to the COUNTY for purchased Heavy Scrap Metal Goods transported by Buyer shall be paid at \$_____ per net ton.
- D. Compensation to the COUNTY for purchased Heavy Scrap Metal Goods self-hauled by the County shall be paid at \$_____ per net ton.
- E. Compensation to the COUNTY for purchased Sheet Aluminum Metal Goods transported by Buyer shall be paid at \$_____ per net ton.
- F. Compensation to the COUNTY for purchased Sheet Aluminum Metal Goods self-hauled by the County shall be paid at \$_____ per net ton.

XXI. Method of Payment. BUYER shall submit settlement reports to the COUNTY of anticipated payment for purchased Scrap Metal and White Goods. BUYER will send the COUNTY a copy of BUYER's weights and grading for the purpose of verifying BUYER's settlement reports.

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date of its full execution, and the same shall terminate upon the expiration of twelve (12) months or upon a written notification thereof received by either party within the required

thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason 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, BUYER 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 BUYER. BUYER 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 agreement.

XXV. Number of Originals. This Contract 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 Contract, BUYER 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 BUYER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold BUYER 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:

_____/_____
BILLIE JO UNDERWOOD 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, Billie Jo Underwood, whose name as Chairman of the 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 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 _____, 2020.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

BUYER:

Insert Buyer Name

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

I, _____, a Notary Public in and for said County and State, hereby certify that _____, as _____ of _____, 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 Contract for Sale/Purchase of Goods, he executed the same voluntarily and with full authority 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 _____, 2020.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 20-1228, **Version:** 1

Item #: BE9

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-42 - Provision of Vehicle Detergent 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 Vehicle Detergent for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff has requested that a competitive bid be placed for the Provision of Vehicle Detergent that is used to wash the trucks and equipment. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 07/07/2020

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

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

Mail Bids

Additional instructions/notes: N/A

BID #WG20-42 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 unit is defined as a FIFTY-FIVE (55) gallon container of Vehicle Detergent.

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.

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

BID RESPONSE FORM

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

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

Such bid guarantee shall be a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, Letter of Credit, or certain bonds or notes of the United States. No exceptions will be allowed.

DELIVERY

Delivery shall be as soon as possible, but not more than FIVE (5) Business days after receipt of the order. Delivery location shall be any Operating Division of the Baldwin County Commission.

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

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

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 the purchase of the material described in this bid advertisement shall apply to the purchase agreement

throughout, and they will be deemed to be included in the purchase agreement the same as though herein written out in full.

LEGAL COMPLIANCE

The Supplier shall always comply with all applicable federal, state, local and municipal laws and regulations.

SPECIFICATIONS FOR VEHICLE DETERGENT

The product shall be a liquid alkaline based solution that when applied to the body surface of trucks or other types of vehicles shall loosen and remove accumulated grime from the surface area. The product should be non-corrosive, and shall not cause damage such as etching, discoloration, or fading to the application area.

Desired product is Etowah Chemical High Alkaline Cleaner, Product ETC-1429, **or equivalent.**

Product Name: SC-675 – High Alkaline Cleaner or equivalent

SDS #: ETOWAH-002 or equivalent

Appearance / Color: Straw (or equivalent) colored liquid

Physical State: Liquid

Alkaline Based: Sodium Hydroxide 3% or less by weight

Odor: Surfactant

BID #WG20-42 RESPONSE FORM

Provision of Vehicle Detergent

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or _____
Yes No

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

Financing Agency Authorized Signature

BID #WG20-42 RESPONSE FORM

Provision of Vehicle Detergent

Page 2 of 2

Provision of Vehicle Detergent

Bid Amount \$ _____ per 55 Gallon Container Delivered

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

The amount bid shall include all applicable charges, to include but not limited to delivery, etc.

Any brochures or specification materials that provide information about the item(s) being bid should be attached to this Response Form.



Baldwin County Commission

Agenda Action Form

File #: 20-1252, **Version:** 1

Item #: BE10

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-43 - Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County, Alabama 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 an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is a three-year bid which will expire on September 19, 2020. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County, Alabama.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 07/07/2020

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

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

Mail Bids

Additional instructions/notes: N/A

BID #WG20-43 SPECIFICATIONS

The Baldwin County Commission is soliciting for an enhanced Mosquito Program for mosquito control within the unincorporated areas of Baldwin County from responsible bidders known to be experienced and knowledgeable in the scope of work covered in this Invitation to Bid (ITB). Only bidders with satisfactory evidence that they have the necessary capital, equipment, personnel, experience, etc. to do the work shall submit a response to this solicitation.

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

DEFINITIONS

Bidder. Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Contractor. The individual, firm or corporation, the Party of the First Part to the Contract, that has entered into a Contract awarded him by the Owner for any work covered by these Specifications, acting directly or through his agents or employees.

County. Baldwin County Commission

BIDS FOR ALL OR PART

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders, 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.

BID PRICE

The bidder's cost amount should be for labor, chemicals, equipment, etc.

No bidder may be withdrawn a bid within thirty (30) days after the actual date of the bid opening thereof unless approved by the Baldwin County Commission, Bay Minette, Alabama.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this bid for thirty-six (36) months (2020 - 2023) to begin on the date of the contract's full execution.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable county, state, and federal laws, rules and regulations of all authorities having jurisdiction 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.

Applications of any and all insecticides and larvicides shall be in strict conformance with procedures and application rates approved by the Alabama Department of Environmental Protection Agency and the Alabama Department of Agriculture and Industries.

Certification of all pesticide applicators shall be available to the County.

SURVEYING

The successful bidder will obtain maps from the County of the current unincorporated spray areas.

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 under this contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor 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 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

Prior to performing services pursuant to this Contract, Contractor 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 Contractor fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Contractor in material default and pursue any and all remedies available.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of completion of the work pursuant to the Contract or at the date of the final payments made by the County to the Contractor, 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.

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.

COMPREHENSIVE CHEMICAL LIABILITY INSURANCE

The contractor agrees to carry at his own expense Comprehensive Chemical Liability insurance for ULV or barrier treatment operations in the minimum sum of \$2,000,000 combined single unit.

AIRCRAFT LIABILITY INSURANCE

The contractor agrees to carry at his own expense Aircraft Liability Insurance in the minimum amount of \$1,000,000 single limit for each occurrence for bodily injury and property damage.

PERFORMANCE BOND

The awarded vendor shall provide the County a **\$40,000.00 Performance Bond** within 30 days after the contract is awarded. A company licensed to do business in the State of Alabama shall issue the said bond. The inability to provide a performance bond shall disqualify the contractor from performing the work, and the vendor shall forfeit their bid bond. The performance bond shall be required for the length of the contract.

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extent allowed by law, 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, 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.

CANCELLATION CLAUSE

The County or Contractor reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, with or without cause.

LICENSES

The apparent successful bidder shall procure all permits and/or licenses required by the State of Alabama and the Federal Aviation Administration for the aerial application of pesticides, shall pay all related charges and fees, and shall provide all other necessary and incidental required for the due and lawful execution of the work specified under this proposal.

PROGRAM NARRATIVE

The Baldwin County Commission seeks to implement a Mosquito Surveillance and Mosquito Management and Control Program that will provide all populated unincorporated areas of Baldwin County a resource for the management, control, and abatement of mosquitoes. An ongoing mosquito surveillance and maintenance program is the key in all areas of mosquito control as well as regular mosquito control practices during the annual active mosquito season, March through October. These practices include night spraying (fogging) using vehicle mounted mosquito spray units, visits to areas of concern for mosquito breeding as notified by citizens and treating standing water/rain pools and ditches.

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified organizations for the planning, establishment, and successful operation of a Mosquito Surveillance and Management and Control Program (in the unincorporated areas of Baldwin County, Alabama) as an independent contractor

with the County. Baldwin County's unincorporated areas have a population of approximately 208,000 residents occupying approximately 1,457 square miles.

SCOPE OF SERVICES

Mosquito Surveillance

Mosquito surveillance will consist of the sampling of mosquito populations throughout the County's unincorporated areas at **flexible geographical trap locations**. This sampling will be conducted weekly from approximately mid-April through mid-October and consist of a mixture of CDC Miniature Light Traps, Gravid Traps, and larval surveillance. Contractor will have experience and provide evidence of performing a contract where they have managed at least 25 weekly trap sites including taxonomic identification and testing for common mosquito-borne diseases such as, but not limited to, West Nile virus, Eastern Equine encephalitis virus, Zika virus, and St. Louis encephalitis virus.

Surveillance will include taxonomic identification, sorting and pooling of all mosquitoes by species, collection sites and dates of collections, and GPS coordinates for each collection site.

Observation and recording of the adult mosquito population levels (numbers) by species, date, and collection site.

Identification and GIS location mapping of mosquito breeding sites will include permanent water sites, catch basins, temporary rainwater locations, artificial containers, septic habitats, and irrigation ditches.

Mosquito Management and Control

Contractor shall establish and implement an effective community-wide mosquito control program, including aerial spraying in select situations and emergencies. The mosquito control activities shall include larviciding and ultralow volume (ULV) adulticiding directed at mosquito breeding sites and geographical areas of larval and adult mosquito populations as is determined by surveillance.

The mosquito control program shall include a virus response protocol, which should detail the actions to be taken by the contractor in the event that diseased mosquito(s) are identified in Baldwin County and/or geographically nearby areas.

Contractor shall apply for, receive, and maintain all applicable permits in order to conduct the activities as outlined by this Competitive Bid, including all permits needed to meet Federal and state NPDES regulations.

Personnel

Contractor shall employ a sufficient number of trained and licensed personnel who are knowledgeable and experienced in larval and adult mosquito control practices and techniques to meet the County's service needs.

Contractor shall have on staff at least one (1) entomologist to monitor and review the surveillance plan implemented in Baldwin County, and shall also employ at least one (1) biologist to perform testing of disease potential mosquitoes.

Equipment

Contractor will have evidence of at least three (6) truck-mounted ULV applicator units dedicated for use in Baldwin County. In addition, Contractor will have evidence of the ability to mobilize an additional five (5) truck-mounted ULV applicator units in select situations and emergency responses. Contractor will

have evidence of at least (2) truck mounted wide area larvicide units (WAL) to use for Aedes aegypti/Zika response if needed.

Contractor shall properly maintain and calibrate the appropriate specialized pesticide application equipment, Global Positioning Systems (GPS) and vehicles to ensure the ability to conduct in a timely manner the larval and adult mosquito control activities identified and required on an as-needed basis. Each truck-mounted ULV applicator unit shall include a variable flow control system complete with a data collection and control system. Said system shall track and retain data such as the time, speed, and rate of applications, and shall also have the capability of maintaining geofences around no-spray areas (designated by the County – See Heading: “No-Spray Areas.”) Each unit shall work with either mechanical (analog) and/or electronic speedometers and include an audio/visual warning system and an automatic, coupled pump/chemical delivery shut off. Between 5 and 20 miles per hour pumping system shall synchronize chemical output with vehicle speed. All spray units must be equipped with GPS/GIS equipment with mapping capabilities.

Contractor shall have available for use properly equipped airplane(s), adequately certified employee(s) and any permits, licenses and meet any other requirements to have the ability to perform aerial application of adulticide and larvicide when necessary, without the use of a subcontractor.

Products

Contractor shall have available for use an adequate supply of EPA and State of Alabama approved and registered pesticides for public health use, both oil-based and water-based, to conduct the larval and/or adult mosquito control activities. Contractor shall be able to document and describe the procedures utilized for storage, quality control, and inventory management of products used in Baldwin County upon request. Contractor shall also have the ability to quickly adjust the potency of the pesticides used should the need arise due to the discovery of a large population of diseased or potentially diseased mosquitoes.

The specific type(s) and application rate of products applied will be determined by the Contractor after consultation and agreement by the County.

Facilities

Contractor shall have at least one office and/or warehouse location in Baldwin County.

Reporting

The contractor shall prepare and deliver weekly reports to the County. Reports will include the locations and coordinates of each adult mosquito trap site, number of mosquitoes per trap, taxonomic identification of each mosquito, and disease testing results. Regular reporting will also include GPS coordinates, number of sites larvicided, dates and product used, addresses and the number of road miles actually adulticided and dates and products used. All required reporting will be delivered to and become the property of the Baldwin County Commission.

Regulatory Requirements

As of October 31, 2011, EPA National Pollutant Discharge Elimination System (NPDES) permits are required for pesticides applied directly to water to control pests and/or applied to control pests that are present in or over, including near waters. The Pesticide General Permit (PGP) currently in effect is the EPA’s 2016 PGP. The bidder shall explain and provide documentation on how they intend to comply with this permit requirement in relation to this proposal.

Public Education

The contractor will be capable of performing public education and neighborhood outreach programs in select situations as directed by the Baldwin County Commission. The contractor will show evidence of education materials and show similar experience conducting public education campaigns in other county or municipal mosquito control programs.

No-Spray Areas

The successful bidder will maintain a continuously updated list and map system of “No-Spray” areas which identify all properties that have requested that the adulticide not be sprayed in front of nor up-wind of their property. All no-spray areas/properties will be marked prior to any adulticide treatment taking place. New additions to the list will be marked prior to the next adulticide treatment. The County will provide an updated list of no-spray areas to the successful bidder.

Miscellaneous

No operators shall go on private property at any time.

ULV operators shall be aware of people or animals in close proximity to any spray and act accordingly to protect them.

Contractor must also demonstrate a minimum of five years mosquito control experience with a County and/or a municipal government.

The goal of this Invitation to Bid (ITB) is to seek companies or businesses that currently provide complete and integrated mosquito management and control services to agencies comparable to Baldwin County. In submitting a response to this Invitation to Bid, the company or business must provide Baldwin County a complete overview of its mosquito control practices; the company or business ability to provide requested services; confirmable references; and mission to provide efficient and a cost effective integrated mosquito management and control program and services for and to the citizens and populated sections of the unincorporated areas of Baldwin County.

The Baldwin County Commission reserves the right to reject, in whole or in part, any and all proposals received as a result of this Invitation to Bid. The Baldwin County Commission will neither pay for any information requested herein nor be responsible for any costs incurred by any proposer. All responses to the ITB shall become the property of the Baldwin County Commission upon submission.

INVOICING AND PAYMENTS

This is an all-inclusive program. All details listed in these bid specifications shall apply to the program. The price set forth will include everything needed to provide an adequate mosquito program. Fixed portions of this contract shall be billed to the County in equal monthly payments March through October. Additional service charges will be billed monthly as those services are performed.

The successful bidder will submit to the Baldwin County Commission a monthly invoice through-out the “mosquito season” during which services have been performed. The invoice shall provide an itemized account of all services performed.

Baldwin County shall pay invoices after the Baldwin County Commission approval which is generally

within thirty (30) days of submission of the invoices.

THE SELECTION PROCESS

The selection of proposers for contract will be made using the following process:

1. In order to be initially selected, the proposers must meet the Minimum General Terms and Conditions as included in the ITB.
2. After the conditions outlined in #1 are met, County staff will rank proposers. This ranking will be based on the following criteria:

1) Price	50 Points
2) Experience	20 Points
3) Technical	20 Points
4) Financial Stability	<u>10 Points</u>
Total	100 Points

Final award will be made to the proposer who meets the above state selection sequences and is judged best able to provide mosquito management and control services to Baldwin County Citizens.

Proposals which do not meet the mandatory requirements will be considered non-compliant and rejected.

The following documentation must be provided to respond to all parts of this BID PROPOSAL:

- ☐ Program Description: briefly describe the activities to be implemented that will address the elements identified in the Scope of Services.
- ☐ Experience: briefly describe your experience in performing community-wide mosquito surveillance and control programs consistent with the principles in this BID PROPOSAL.
- ☐ In the event Contractor sub-contracts any requested services, Contractor shall provide to the County all required documentation regarding said sub-contractor. Preference shall be given to proposals where all activities are performed without the use of sub-contractors.
- ☐ The term of the contract shall be for three (3) years with the option of either party to terminate the contract with 30 days written notice for any reason.
- ☐ Vendor must be a corporation registered with the State of Alabama.
- ☐ The Principals of the Corporation shall have a minimum of three (3) years prior experience with mosquito management and control services for the same type of operations and have been in existence for at least three (3) years or all principals will be required to personally guarantee performance of this contract.
- ☐ Vendor shall provide a list of Names, Addresses and Contacts of three (3) current clients or equivalent experience or evidence of equivalent experiences that you believe have similar exposure to those of Baldwin County.
- ☐ Vendor shall provide Proof of Insurance with ITB response.
- ☐ Vendor Proposal should include how vendor proposes to service the residents of Baldwin County unincorporated occupying 1,457 square miles with mosquito control management and abatement including response times, number of personnel, vehicles and equipment proposed to provide such

services. Vendor Proposal should also include any other services, such as disaster assistance, training, equipment, supplies, benefits, etc. that vendor may provide the county and/or its employees.

Award Criteria

The County will review and evaluate all proposals for:

- ☐ Experience in implementing community-wide mosquito surveillance, maintenance and control program consistent with this ITB. Preference will be given to proposals that can demonstrate three (3) or more years of experience in conducting such programs.
- ☐ Overall program description and
- ☐ Cost

Cost

The contractor shall stipulate amounts for the mosquito maintenance and control services requested to be performed March through October as set out in this ITB. Fixed portions of this contract shall be billed to the County in equal monthly payments March through October. Additional service charges will be billed monthly as those services are performed.

BID # WG20-43 RESPONSE FORM

Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County
Page 1 of 1

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or X
Yes No

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

Financing Agency Authorized Signature

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

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

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

PROVIDER:

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid #WG20-43**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG20-43 – Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission".

- A. 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.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon both the expiration of thirty-six (36) months or until such time that a new contract can be bid and awarded. [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 and Hold Harmless. To the extent allowed by law, the PROVIDER shall indemnify, defend and hold harmless the County, its Commissioners, and their agents, employees and representatives from and against any claims, damages, losses, demands payments, suits, actions, recoveries and judgements of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the work pursuant to this Contract, provided that any such claim, damage, loss of expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and (2) is caused in whole or in part by an actor omission of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

XXVII. Insurance. Prior to performing services pursuant to this Contract, PROVIDER shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten

(10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should PROVIDER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold PROVIDER in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

BILLIE JO UNDERWOOD/ 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, Billie Jo Underwood, 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 seal on this the _____ day of _____, 2020.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER

Insert Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 2020.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 20-1209, **Version:** 1

Item #: BE11

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wanda Gautney, Purchasing Director; Joey Nunnally, County Engineer; Nic Gray, Watermark Design Group, Inc.

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Pre-qualification of Contractors for the Construction of Two (2) New Baldwin County Highway Maintenance Buildings Located in Bay Minette and Silverhill, Alabama

STAFF RECOMMENDATION

Authorize the Purchasing Director to advertise for the Pre-qualification of Contractors for the construction of two (2) new Baldwin County Highway Maintenance Buildings located in Bay Minette and Silverhill, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Pre-qualification of the Contractors needs to be advertised before the projects can be bid. The Architect, Nic Gray, with Watermark Design Group, Inc., is in the process of finalizing the drawings for Commission approval before the bids are sent out. Staff recommends the Commission authorize the Purchasing Director to advertise the Pre-qualification of Contractors for the project.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 07/07/2020

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

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

Additional instructions/notes: N/A

ADVERTISEMENT

PRE-QUALIFICATION FOR BALDWIN COUNTY COMMISSION PROJECT

“CONSTRUCTION OF TWO (2) HIGHWAY MAINTENANCE BUILDINGS LOCATED IN BAY MINETTE AND SILVERHILL, ALABAMA”

All prospective Bidders must be pre-qualified with the Baldwin County Commission to bid on the construction of two (2) new Highway Maintenance buildings located in Bay Minette and Silverhill, Alabama. **Pre-qualification Applications** are available from Wanda Gautney, Baldwin County Purchasing Department, 257 Hand Avenue, Bay Minette, Alabama 36507. Failure to submit such application shall render the Bidder non-responsive and will not be permitted to bid on this project. To pre-qualify with the Commission, each prospective Bidder must furnish written evidence of competency and evidence of financial responsibility to the County. Accordingly, the County will not accept Pre-qualification Applications after **2:30 P.M. on July 29, 2020.** Upon submittal of the Pre-qualification Application, the Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Application if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work. All Applicants will be notified prior to Bid.

Project Description:

Construction of Highway Department Area 100 Maintenance Facility located in Bay Minette, AL

The Work consists of the following general scope.

The site of the proposed work will be located at 203 Dickman Road, Bay Minette, AL 36507. The existing facility will be demolished for construction of the new facility. Special care will be taken during the demolition process in order to retain and store select existing facility items per the County's direction. The new 9,600 sf facility consists of approximately 3,600 sf of conditioned office space with mezzanine above, and 6,000 sf of shop and storage space. The Work will include, but is not limited to, a new Pre-Engineered Metal Building with interior partitions, HVAC, electrical, data, security, and plumbing to support the office and shop layouts, installation of new door and hardware communications back to the County's access controls system, and interior/exterior finishes as defined within the construction documents. The shop area will also house a service pit, parts storage area, and multiple high bay doors.

Estimated Construction Cost: \$1,464,000.00

Project Description:

Construction of Highway Department Area 200 Maintenance Facility located in Silverhill, AL

The Work consists of the following general scope.

The site of the proposed work will be located at HWY 104, Silverhill, AL 36576. The existing facility will remain, and a new facility will be constructed on the adjacent lot. The new 9,600 sf facility consists of approximately 3,600 sf of conditioned office space with mezzanine above, and 6,000 sf of shop and storage space. The Work will include, but is not limited to, a new Pre-Engineered Metal Building with interior partitions, HVAC, electrical, data, security, and plumbing to support the office and shop layouts, installation of new door and hardware communications back to the County's access controls system, and interior/exterior finishes as defined within the construction documents. The shop area will also house a service pit, parts storage area, and multiple high bay doors.

Estimated Construction Cost: \$1,464,000.00

**PRE-QUALIFICATION APPLICATION
BALDWIN COUNTY COMMISSION
"CONSTRUCTION OF TWO (2) HIGHWAY MAINTENANCE BUILDINGS
LOCATED IN BAY MINETTE AND SILVERHILL, AL"**

Signature of Applicant

Date

Principal and Title (Print of Type)

Company Name

Alabama Contractor License No.

Mailing Address

Telephone Number

City, State Zip

Fax Number

Applicant must complete information regarding the attached questionnaire Items 1 through 10 and submit with this form. ***All questions listed on this application must be completed and all required documents must be submitted with the application to be considered a complete application.***

The Baldwin County Commission reserves the right to reject any Pre-Qualification Application which is not responsive or considered to be in the best interest of the County. The Baldwin County Commission has authorized these Pre-qualification Procedures as outlined in Alabama's New Public Works Laws. Responsiveness of the applicant will be determined by the completeness and regularity of the Pre-qualification Application. Incomplete applications will delay consideration of applicants desiring to pre-qualify. Pre-qualification of a contractor does not imply that any bid submitted by a pre-qualified contractor automatically qualifies a "competitive", "responsible", or "satisfactory" bid.

Pre-qualification Applications must be mailed to the following address: **(Applications submitted by FAX or E-mail will not be accepted.) Please see the physical address below to hand deliver the application.** Applications are due on **July 29, 2020 by 2:30 P.M.**

Baldwin County Purchasing Office
312 Courthouse Square, Suite 15 (Mailing Address)
257 Hand Avenue (Physical Address)
Bay Minette, Alabama 36507
Attention: Wanda Gautney

**PRE-QUALIFICATION APPLICATION
BALDWIN COUNTY COMMISSION
"CONSTRUCTION OF TWO (2) HIGHWAY MAINTENANCE BUILDINGS
LOCATED IN BAY MINETTE AND SILVERHILL, AL"**

Phone: (251) 580-2520

1. List firms' Headquarters and any other offices that are located in the state of Alabama as follows:

Name:
Address:
Telephone:
Fax:

2. List Jurisdictions, trade categories, and corresponding license numbers in which your organization is legally qualified to do business on this project.
3. Attach a list of all public works construction projects performed in Baldwin County during the last five (5) years as follows:

Project name:
Project description:
Prime Contractor:
Contract amount:
Completion date:
% of work performed with contractor's own forces:

4. List all public works projects (of any size) performed for local (county or municipality), state, or federal government, in which you were prime contractor, completed during the last three (3) years. Use the attached sheet for each project reference (make copies as needed or use page layout for computer generated response.)
 - 4a. Are there any judgments, claims, suits pending or outstanding against your organization? If so, include details. Do not include action of subcontractor or employees against your organization.
 - 4b. Has your organization filed any lawsuits or claims with regard to construction
 - 4c. List any and all other construction projects in which you are the prime
 - 4d. List the year your organization was established.
5. Is your company, or any member of the company barred from doing work for local, state, or federal government?
6. Attach a list of key personnel and a description of their experience. List the key personnel you will assign to this project.

**PRE-QUALIFICATION APPLICATION
BALDWIN COUNTY COMMISSION
"CONSTRUCTION OF TWO (2) HIGHWAY MAINTENANCE BUILDINGS
LOCATED IN BAY MINETTE AND SILVERHILL, AL"**

7. Attach a letter from your surety company (**surety letter must be dated within the last 30 days from the due date of Application**) stating your organization's bonding capacity.
8. Attach a complete financial statement including the latest **Audited Financial Report (Balance Sheet, Profit and Loss Statement and Foot Notes)** for the most recent fiscal year must be included.
9. Include any other pertinent documentation to substantiate competence and financial responsibility.

**PRE-QUALIFICATION APPLICATION
BALDWIN COUNTY COMMISSION
"CONSTRUCTION OF TWO (2) HIGHWAY MAINTENANCE BUILDINGS
LOCATED IN BAY MINETTE AND SILVERHILL, AL"**

PRE-QUALIFICATION QUESTIONNAIRE
Question 4 Attachment

Project Name:

Owner Name: _____

Address: _____

Contact: _____

Phone Number: _____

Engineer Name: _____

Address: _____

Contact: _____

Phone Number: _____

Contract Bid Amount: \$ _____

Final Contract Amount: \$ _____

Contract Time _____ days

Time actually used: _____ days

Completion date: _____

% of work performed by own forces: _____%

Description of work performed:



Baldwin County Commission

Agenda Action Form

File #: 20-1229, **Version:** 1

Item #: BE12

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Rental of Three (3) New Copy Machines for the Baldwin County Highway Maintenance Facilities Located in Bay Minette, Silverhill, and Foley, Alabama

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the rental agreements with **Sharp Electronics Corporation** for the rental of three (3) new copy machines off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

Location: Highway Area 100 Maintenance Facility - Bay Minette, AL

Model: MX-4071

Price: \$149.76/month

Excess Charge/copy: \$0.0079 BW and \$0.0450/color copy

Location: Highway Area 200 Maintenance Facility - Silverhill, AL

Model: MX-4071

Price: \$161.43/month

Excess Charge/copy: \$0.0079 BW and \$0.0450/color copy

Location: Highway Area 300 Maintenance Facility - Foley, AL

Model: MX-4071

Price: \$164.53/month

Excess Charge/copy: \$0.0079 BW and \$0.0450/color copy

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The current copy machine rental agreements for three (3) Highway Maintenance Facilities have ended. The old machines will be replaced with new copiers which will be rented off the State of Alabama Contract. Sharp Electronics Corporation has submitted rental agreements to replace the three (3) old copy machines with new machines. The rental agreements are for thirty-six

(36) months and will include all supplies, toner and developer. The monthly cost under the previous rental agreement was \$495.06 per month for the three machines located at the Highway Barns. The new cost proposal for the three machines will be \$475.72 per month. This is a cost savings of \$19.34 per month, \$232.08 per year.

FINANCIAL IMPACT

Total cost of recommendation: \$475.72 per month

Budget line item(s) to be used: Highway Budgets 53111.5223, 53112.5223, 53113.5223

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Standard State of Alabama Contract Rental Agreement.

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 07/07/2020

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

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

Additional instructions/notes: N/A

Order # B296

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

SHIP TO:

Baldwin County Hwy - Bay Minette Barn

203 Dickman Road

Bay Minette, AL 36507

TELEPHONE # 251-937-6660

Contact: Tammy Monte

BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # 140603-AL-06

RATE: Monthly
Base Charge: \$149.76 Copies Included N/A Excess Charge Per Copy \$ \$.0450 color \$.0079 b/w

3 Yr Equip. Total \$5,391.36

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-4071			
	MX-TU16			
	MX-DE27N			
		REPLACES S/N #75040664		

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE	_____	TITLE	_____	DATE	_____
LESSOR	<u>Nicole Wronsky</u>	TITLE	<u>Government Account Manager</u>	DATE	<u>6/11/2020</u>

Order # B295

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

SHIP TO:

Baldwin County Commission- Silverhill Barn

22220 West Blvd

Silverhill, AL 36576

TELEPHONE # 251-972-8509

Contact: Rhonda Wilson

BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # 140603-AL-06

RATE: Monthly

Base Charge: \$161.43 Copies Included N/A Excess Charge Per Copy \$ \$0.0450 color \$0.0079 b/w

3 Yr Equip. Total \$5,811.48

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-4071			
	MX-FN27N			
	MX-DE27N			
		REPLACES S/N #75040284		

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE	_____	TITLE	_____	DATE	_____
LESSOR	<u>Nicole Wronsky</u>	TITLE	Government Account Manager	DATE	<u>6/11/2020</u>

Order # B297

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

SHIP TO:

Baldwin County Hwy - Foley Barn

20764 County Road 24

Foley, AL 36535

TELEPHONE # 251-972-8530

Contact: Cami Wheeler

BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # 140603-AL-06

RATE: Monthly

Base Charge: \$164.53

Copies

N/A

Excess Charge

Per Copy \$ \$ 0.450 color \$ 0.079 b/w

3 Yr Equip. Total \$5,923.08

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-4071			
	MX-FN27N			
	MX-DE27N			
		REPLACES S/N #75040914		

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____
LESSOR Nick Wronsky TITLE Government
Account Manager DATE 6/11/2020



Baldwin County Commission

Agenda Action Form

File #: 20-1210, **Version:** 1

Item #: BE13

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Development Environmental Director/Ron Ballard, JDC Director/Ron Cink, Budget Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Rental of Three (3) New Copy Machines for the Baldwin County Solid Waste Collections Department, Juvenile Detention Center, and the Sales and Use Tax Department for the Baldwin County Commission

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the rental agreements with **Sharp Electronics Corporation** for the rental of three (3) new copy machines off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

Location: Baldwin County Solid Waste Collections - Robertsdale, AL

Model: MX6071

Price: \$214.97 /month

Excess Charge/copy: \$0.0054/BW, \$0.0400 Color

Location: Baldwin County Juvenile Detention Center - Bay Minette, AL

Model: MX6071

Price: \$211.28 /month

Excess Charge/copy: \$0.0054/BW, \$0.0400 Color

Location: Sales and Use Tax Department - Robertsdale, AL

Model: MX6071

Price: \$219.67 /month

Excess Charge/copy: \$0.0054/BW, \$0.0400 Color

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The current copy machine rental agreements for the Baldwin County Regional Juvenile Detention Center located in Bay Minette, Solid Waste Collections, and Sales and Use Tax

Departments located in Robertsedale, Alabama have ended. The old machines will be replaced with new color copiers which will be leased off of the State of Alabama Contract. Sharp Electronics Corporation has submitted the rental agreements for the three (3) new copy machines for a total of \$645.92 per month. The rental agreements are for thirty-six (36) months and will include all supplies, toner and developer. This is a cost savings of \$148.24 per month.

FINANCIAL IMPACT

Total cost of recommendation: \$645.92 per month

Budget line item(s) to be used: 52610.5223; 51750.5223; 54801.5223

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
State of Alabama Contract Rental Agreement

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 07/07/2020

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

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

Additional instructions/notes: N/A

Order # B292

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # (251) 580-1911

Contact: Sherry Smith

DATE

SHIP TO:

Baldwin County Solid Waste

Billing Office

22251 Palmer Street

Robertsdale, AL 36567

TELEPHONE # 251-937-9561 X 7150

Contact: Susan Kilby

BEGINNING METER READ

**TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # 140603-AL-06**

RATE: Monthly

Base Charge: \$214.97

Copies

Included

N/A

Excess Charge

Per Copy \$

Color \$.0400 B/W \$.0054

3 Yr Equip. Total \$7,738.92

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-6071			
	MX-FN27N			
	MX-DE27N			
	MX-FX15			
		REPLACES S/N #75097331		

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____
LESSOR Nicole Wrobley TITLE Government DATE 6/4/2020
Account Manager

Order # B293

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # (251) 580-1911

Contact: Sherry Smith

DATE

SHIP TO:

Baldwin County Regional Juvenile Detention Center

43405 Nicholasville Road

Bay Minette, AL 36507

TELEPHONE # 251-580-2540

Contact: Dana Graham

BEGINNING METER READ

**TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # 140603-AL-06**

RATE: Monthly

Base Charge: \$211.28

Copies

Included

N/A

Excess Charge

Per Copy \$ Color \$.0400 B/W \$.0054

3 Yr Equip. Total \$7,606.08

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-6071			
	MX-FN27N			
	MX-DE25N			
	MX-FX15			
		REPLACES S/N # 75052763		

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE	_____	TITLE	_____	DATE	_____
LESSOR	<u>Nick Wrasby</u>	TITLE	Government Account Manager	DATE	<u>6/4/2020</u>

Order # B294

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # (251) 580-1911

Contact: Sherry Smith

DATE

SHIP TO:

Baldwin County Sales, Use & License Tax Dept

22070 Hwy 59

Robertsdale, AL 36567

TELEPHONE # 251-970-4073

Contact: Heather Gwynn

BEGINNING METER READ

**TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # 140603-AL-06**

RATE: Monthly

Base Charge: \$219.67 **Copies** N/A **Excess Charge**
Included **Per Copy \$** Color \$.0400 B/W \$.0054

3 Yr Equip. Total \$7,908.28

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-6071			
	MX-FN27N			
	MX-DE28N			
	MX-FX15			
		REPLACES S/N #75097311		

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE	_____	TITLE	_____	DATE	_____
LESSOR	<u>Nicole Wronsky</u>	TITLE	Government Account Manager	DATE	<u>6/4/2020</u>



Baldwin County Commission

Agenda Action Form

File #: 20-1227, **Version:** 1

Item #: BE14

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Ronald J. Cink, Budget Director and Cian Harrison, Clerk Treasurer

Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE

2020 General Obligation Warrants - Authorized Representative Form

STAFF RECOMMENDATION

Approve and authorize the Chairman and necessary staff to execute the Authorized Representative Form provided by Regions Financial Corporation regarding the 2020 General Obligation Warrants.

BACKGROUND INFORMATION

Previous Commission action/date: 01/07/20 - Frasier Lanier was chosen as Bond Underwriter for the 2020 General Obligation Warrants via Resolution #2020-048; 01/21/20 - 2020 General Obligation Warrant issuance was finalized via Resolution #2020-053

Background: 2020 General Obligation Warrants were issued and finalized in January of 2020. Regions Financial Corporation has indicated that for their compliance purposes an Authorized Representative Form is needed in their files. Staff respectfully requests that the Baldwin County Commission approve Cian Harrison and Ronald Cink as Authorized Representatives regarding the 2020 General Obligation Warrants.

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: Cian Harrison, Clerk Treasurer

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

Cian Harrison will ensure that Regions Financial Corporation receives the Authorized Representative Form.

Additional instructions/notes: N/A

Certificate Designating Authorized Representatives

for

Baldwin County General Obligation Warrants

To: Regions Bank, Paying Agent and Registrar

The undersigned, on behalf of the Baldwin County, Alabama, a political subdivision of the State of Alabama, does hereby certify as follows:

- 1) The following persons are hereby designated as “Authorized Representatives” for the Baldwin County General Obligation Warrants for purposes to direct the paying agent and registrar on matters such as the investment of bond funds:

Cian Harrison, Clerk/Treasurer
Ronald Cink, Budget Director

- 2) Set out below is a specimen signature of each “Authorized Representative”:

Baldwin County Commission

By: _____
BILLIE JO UNDERWOOD
Chairman



Baldwin County Commission

Agenda Action Form

File #: 20-1218, **Version:** 1

Item #: BE15

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Ronald J. Cink, Budget Director

Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE

Local Amendment of the Community Development Block Grant (CDBG) Project Number CY-CM-PF-18-009, County Road 93 Public Water System Extension

STAFF RECOMMENDATION

Staff recommends the following:

- 1) Approve the requested local amendment to Community Development Block Grant (CDBG) Project Number CY-CM-PF-18-009 and;
- 2) Authorize the Chairman to execute the necessary documents and the local amendment request.

BACKGROUND INFORMATION

Previous Commission action/date: 06/19/18 - The Commission adopted Resolution #2018-091 authorizing Perdido Bay Water, Sewer and Fire Protection District (PBWSF) to prepare a Fiscal Year 2018 CDBG grant application; 07/17/18 - The Commission adopted Resolution #2018-099 authorizing PBWSF to prepare a Fiscal Year 2018 CDBG grant application and authorized the Chairman to execute all requested grant application documents; 06/04/19 - The Commission adopted Resolution #2019-094 and Resolution #2019-095, accepting the CDBG grant of \$350,000.00 for project number CY-CM-PF-18-009 and authorizing the execution of an Intergovernmental Service Agreement between the Baldwin County Commission and PBWSF.

Background: Baldwin County Commission was awarded a CDBG grant in the amount of \$350,000.00 to rehabilitate and extend public water services in a rural community in southern Baldwin County (near Lillian) that consists of mostly low to moderate income residents. The original grant application stated that PBWSF would provide \$378,000.00 in "cash" matching funds towards this project. However, it was the intention of the PBWSF to provide the household connection services to the 86 households to receive new water utilizing their own labor and equipment. The local amendment is a formal request to the Alabama Department of Economic and Community Affairs (ADECA) to allow PBWSF to contribute 40% (\$150,900.00) in "in-kind" matching funds and 60% (\$227,400.00) in "cash" matching funds towards the construction costs for a total of \$378,000.00 (original matching

funds commitment). There is no overall increase or decrease proposed to the original budget. However, a budget revision is included with this amendment to reflect the change in 100% "cash" matching funds of \$378,000.00 to 60% (\$227,400.00) in "cash" matching funds and 40% (\$150,900.00) in "in-kind" matching funds.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Christie Davis, Senior Budget Accountant

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Christie Davis will provide signed documents to Stacy McKean with Grant Management LLC to facilitate the filing of the local amendment with ADECA.

A local amendment request for ADECA, a letter of explanation regarding the local amendment request, and letters of support for the local amendment from PBWSF and the Project Engineer are attached. The local amendment request form and the letter of explanation require the BCC

Chairman's signature (request form has 2 signature lines for the Chairman; the letter has 1).

Additional instructions/notes: N/A



**COUNTY COMMISSION
BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov**

DISTRICT
MEMBERS
1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

July 7, 2020

Mr. Shabbir Olia
CED Programs Manager
ADECA
401 Adams Avenue, Suite 580
Montgomery, AL 36103

RE: Local Amendment Request
Baldwin County CDBG Project No. CY-CM-PF-18-009
Water Improvements for the Perdido Bay Water, Sewer and Fire Protection District

Dear Mr. Olia:

Please accept this letter as a request for a Local Amendment from the Baldwin County Commission for the above referenced project. The County was awarded this grant in the amount of \$350,000 in order to rehabilitate and extend public water services in a rural community in southern Baldwin County (near Lillian) that consists of mostly low to moderate income residents. In October of 2019, the construction contract for the proposed improvements was awarded to Pensacola Concrete Construction Co., Inc., the lowest responsive bidder. The construction contract is now over 90% complete. The original grant application stated that the Perdido Bay Water, Sewer and Fire Protection District (PBWSF) will provide \$378,000 in "cash" matching funds towards this project. However, it was the intention of the PBWSF to provide the household connection services to the 86 households to receive new water utilizing their own labor and equipment. PBWSF has the capacity to provide these services. Therefore, the County is requesting that PBWSF be allowed to contribute 40% or \$150,900 in "in-kind" matching funds and 60% or \$227,400 in "cash" matching funds towards the construction costs for a total of \$378,000 (original matching funds commitment).

As of the last Draw Request (#7) submitted to ADECA in April of 2020, the PBWSF has already contributed over 40% of their matching funds commitment in "cash" match toward the construction contract. Also, please note that the 60% cash contribution will be provided during the construction contract phase, and the 40% "in-kind" contributions that include the labor and equipment to provide the household service connections will be provided at the conclusion of the construction contract.

There is no overall increase or decrease proposed to the budget. However, a budget revision is included with this amendment to reflect the change in 100% "cash" matching funds of \$378,000 to 60% or \$227,400 in "cash" matching funds and 40% or \$150,900 in "in-kind" matching funds. Also enclosed is a letter from the Project Engineer, Paul Darnell, of Southern Engineering Solutions and a letter from the Mark Bohlin, the General Manager of PBWSF,

supporting this request. Finally, enclosed is an updated Certification Form, since the Chairperson of the Baldwin County Commission has changed to Commissioner Billie Jo Underwood.

No changes will be made to the CDBG project beneficiaries or activities and the project area will remain the same. We thank you in advance for your consideration of this request. If you require any further information, please feel free to contact our Grant Administrator, Ms. Stacy McKean, at (251) 533-6930.

Sincerely,

Billie Jo Underwood, Chairperson
Baldwin County Commission

GRANTEE NAME: Baldwin County Commission

AGREEMENT NO: CY-CM-PF-18-009

CERTIFICATION

Signature _____

FEIN NO.

Typed Name Billie Jo Underwood

DUNS NO.

Title Chairman

Signature _____

Typed Name Stacy McKean

Title CDBG Grant Administrator

This is to certify that the above signatures are authorized to sign Form 001 State CDBG/ARC, Request for Payment on Letter of Credit and Status of Funds Report, HUD Community Development Block Grant and Appalachian Regional Commission funds. Any one of the three signatures on this certification may be accepted on Form 001 State CDBG/ARC (Revised 11/18).

Mayor or Chairman, County Commission, Designated
Non-Profit Official

Baldwin County Commission

City, County, Non-Profit

Date

MAILING ADDRESS for general information:

Baldwin County Commission

312 Courthouse Square, Suite 11

Bay Minette, AL 36507

Phone Number: (251) 937-0264

MAILING ADDRESS for CHECKS
(if bank, include account number, bank's
name and address):

Baldwin County Commission

312 Courthouse Square, Suite 11

Bay Minette, AL 36507

(251) 937-0264

May 29, 2020

Mr. Mark Bohlin, General Manager
Perdido Bay Water, Sewer and Fire Protection District
28171 Freshwater Lane
Elberta, Alabama 36530

RE: Local Amendment Request
Baldwin County CDBG Project No. CY-CM-PF-18-009
Water Improvements for the Perdido Bay Water, Sewer and FPD

Dear Mr. Bohlin:

Please accept this letter as support for the Perdido Bay Water, Sewer and Fire Protection District (PBWSF) to request that the Baldwin County Commission submit a Local Amendment to ADECA for the above referenced project. As you are aware, the County was awarded this grant for \$350,000 to assist your company in rehabilitating and extending public water services to a low to moderate income area that you provide water services to. The original grant application stated that your company will provide \$378,000 in "cash" matching funds towards this project. However, since your company has the capacity to provide the household connection services to the 86 households to receive new water utilizing your own labor and equipment, it is my recommendation as the Project Engineer that 40% or \$150,900 of your matching funds commitment be provided as an "in-kind" contribution of labor and equipment for the household connections.

There is no overall increase or decrease proposed to the project budget. However, a budget revision will be included with the County's local amendment to reflect the change in 100% "cash" matching funds of \$378,000 to 60% or \$227,400 in "cash" matching funds and 40% or \$150,900 in "in-kind" matching funds.

Sincerely,

SOUTHERN ENGINEERING SOLUTIONS



Paul E. Darnell, P.E.
Senior Principal

Quality
On Tap!
Our Profession Our Commitment

PERDIDO BAY
WATER, SEWER AND FIRE PROTECTION DISTRICT

28171 FRESHWATER LANE *ELBERTA, AL 36530
Phone (251) 987-5816 * Fax: (251) 987-5836

May 28, 2020

Ms. Billy Jo Underwood, Chairman
Baldwin County Commission
312 Courthouse Square, Suite 11
Bay Minette, Alabama 36507

RE: Local Amendment Request
Baldwin County CDBG Project No. CY-CM-PF-18-009
Water Improvements for the Perdido Bay Water, Sewer and Fire Protection District

Dear Chairman Underwood:

Please accept this letter as support for the Perdido Bay Water, Sewer and Fire Protection District (PBWSF) to request that the Baldwin County Commission submit a Local Amendment to ADECA for the above referenced project. As you are aware, the County was awarded this grant for \$350,000 to assist our company in rehabilitating and extending public water services to a low to moderate income area that we provide water services to. The original grant application stated that we will provide \$378,000 in "cash" matching funds towards this project. However, since our company has the capacity to provide the household connection services to the 86 households to receive new water utilizing your own labor and equipment, we would like to request that 40% or \$150,900 of our matching funds commitment be provided as an "in-kind" contribution of labor and equipment for the household connections.

There is no overall increase or decrease proposed to the project budget. However, a budget revision will be included with the County's local amendment to reflect the change in 100% "cash" matching funds of \$378,000 to 60% or \$227,400 in "cash" matching funds and 40% or \$150,900 in "in-kind" matching funds. Ms. Stacy McKean, Grant Administrator, will assist the County in submitting this Local Amendment Request to the Alabama Department of Economic and Community Services (ADECA). Please feel free to contact her at (251) 533-6930 if you have any questions.

Sincerely,



Mark Bohlin, General Manager



Baldwin County Commission

Agenda Action Form

File #: 20-1230, **Version:** 1

Item #: BE16

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wayne Dyess, County Administrator and Madison Steele, Horticulturist

Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE

Resolution #2020-092 - Fiscal Year 2019 - 2020 Budget Amendment for Parks Department

STAFF RECOMMENDATION

Adopt Resolution #2020-092 amending the Fiscal Year 2019 - 2020 Budget (Resolution #2019-143 and Resolution #2019-144, adopted September 20, 2019) to move funding within the current Parks Department budget to accommodate the purchase of an ice maker.

BACKGROUND INFORMATION

Previous Commission action/date: September 20, 2019

Background: Fiscal Year 2019 - 2020 Budget was adopted September 20, 2019. Staff is requesting that the movement of funding from 57200P.5499, Miscellaneous Expense, to 57200P.5500, Capital, be approved so that the Parks Department can purchase an ice maker.

FINANCIAL IMPACT

Total cost of recommendation: \$5,437.76

Budget line item(s) to be used: 57200P.5500

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

Funding is available from the operating expense budget and will be moved to fund this capital purchase.

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: Christie Davis, Senior Budget Accountant, and Purchasing Department staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Christie Davis will enter the Budget Amendment into the accounting system. Purchasing staff will handle the purchase of the ice maker.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2020-092
OF THE
BALDWIN COUNTY COMMISSION**

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby amend the Baldwin County Fiscal Year 2020 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
57200P.5500	Parks Department - Capital	5,438	
57200P.5499	Parks Department – Miscellaneous Expense		5,438

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 7th day of July 2020.

Commissioner Billie Jo Underwood, Chairperson

ATTEST:

Wayne Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 20-1262, **Version:** 1

Item #: BE17

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Ronald Cink, Budget Director

Submitted by: Tracy King, Revenue Clerk

ITEM TITLE

Sales & Use Tax Collection Software

STAFF RECOMMENDATION

Related to the Sales & Use Tax collection software, take the following actions:

- 1) Approve the Computer Software Support Agreement with Delta Computer Systems, Inc., commencing on the first day of the delivery of software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. This Agreement shall commence on the first day of delivery of the software and remain in effect for one year; and
- 2) Authorize the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems with the new monthly rate in the amount of \$1,080.00, effective October 1, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: July 16, 2019.

Background:

During Regular Baldwin County Commission meeting on July 16, 2019, related to the Sales & Use Tax collection software, took the following actions:

- 1) Authorized the Chairman to sign the Computer Software Support Agreement with Delta Computer Systems, Inc. with terms of this agreement automatically renewing at each annual period; and
- 2) Authorized the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems, Inc.

FINANCIAL IMPACT

Total cost of recommendation: \$12,960.00

Budget line item(s) to be used: 51750.5235

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
No

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 Ronald Cink, Budget Director

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

Administration - have Chairman sign Computer Support Agreement and Addendum

Mail Agreement and Addendum to:

Delta Computer Systems, Inc.

1085 Tommy Munro Drive

Biloxi, Mississippi 39532

Additional instructions/notes: N/A



Delta Computer Systems, Inc.

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 60 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____,

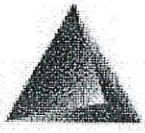
BALDWIN COUNTY, AL

Client Name _____

Client Signature _____

Printed Name _____

Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532



Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive

Biloxi, MS 39532

Phone : (228) 388-7688

Fax: (228) 388-7689

Computer Software Support Agreement ADDENDUM

For: BALDWIN COUNTY, AL-COUNTY COMMISSION

AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2020 These charges will be billed on 9/15/2020 due for payment 10/ 1/2020.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
23300	Sales Tax System Support	09/2019	475.00	500.00	
23310	PaperLink Imaging Support for Sales Tax System 10 Stations	09/2019	350.00	370.00	
24480	Citations Module for Manufactured Homes	09/2019	130.00	140.00	
26590	Sub-District Enhancement Support	01/2018	40.00	40.00	
28090	PaperLink Scan Station (Added 05/2019)	06/2019	30.00	30.00	
IVMCBP03 (1)		TOTAL:	1,025.00	1,080.00	MONTHLY

Agreed this _____ day of _____, 2020.

BALDWIN COUNTY, AL
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: BALDWIN COUNTY COMMISSION
ACCTING/FINANCE DEPT.
SALES TAX DEPARTMENT
312 COURTHOUSE SQ., STE. 11
BAY MINETTE AL 36507

RECEIVED

JUN 22 2020

Accounting/Amanda C.



Baldwin County Commission

Agenda Action Form

File #: 20-1219, **Version:** 1

Item #: BF1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Eddie Harper, Coastal Director, Building Official, CFM

Submitted by: Kim Nelson, Coastal Coordinator

ITEM TITLE

Baldwin County Flood Damage Prevention Ordinance Board of Adjustments - Board Appointment(s)

STAFF RECOMMENDATION

To accomplish the provisions set forth in the Alabama Department of Environmental Management Coastal Area Program, Division 335-8 regulations, and Resolution #2015-011 of the Baldwin County Commission, take the following actions related to the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments:

- 1) Reappoint Mr. Cliff Pitman as a regular member for a three (3) year term, said term continuing from June 1, 2020, and expiring on June 1, 2023; and
- 2) Reappoint Mr. Mark Acremen, PE, as a regular member for a three (3) year term, said term continuing from June 1, 2020, and expiring on June 1, 2023; and
- 3) Reappoint Mr. Richard Peterson, PE, as a regular member for a three (3) year term, said term continuing from June 1, 2020, and expiring on June 1, 2023; and
- 4) Reappoint Mr. Timothy Barnhill as a regular member for a three (3) year term, said term commencing on August 1, 2020, and expiring on August 1, 2023; and
- 5) Reappoint Mr. J. Martin Pitts, PE, as a regular member for a three (3) year term, said term commencing on August 1, 2020, and expiring on August 1, 2023.

BACKGROUND INFORMATION

Previous Commission action/date: June 6, 2017 - Last BCC action.

Background: Section 11-19-1, et seq., Code of Alabama 1975, authorizes County commissioners of the State of Alabama to adopt zoning ordinances and building codes for flood prone areas which lie outside the corporate limits of a municipality in the county.

Pursuant to the aforementioned statutory authority, the Baldwin County Commission adopted what is known as the Baldwin County Flood Damage Prevention Ordinance, which was last amended by the Baldwin County Commission during the June 6, 2017, Regular Meeting.

Since the Baldwin County Commission adopted the Baldwin County Flood Damage Prevention Ordinance pursuant to Section 11-19-1, et seq., Code of Alabama 1975, among other statutory authorities, Section 11-19-19, Code of Alabama 1975, requires county commissioners to provide for a "Board of Adjustment" to, in brief, in appropriate cases and subject to appropriate conditions and safeguards, make special exceptions to the terms of the zoning ordinance and regulations in harmony with its general purposes and interests and in accordance with the general or specific rules adopted pursuant to Section 11-19-1, et seq., Code of Alabama 1975, (which in this case are the terms of the Baldwin County Flood Damage Prevention Ordinance which is authorized in part by Section 11-19-1, et seq., Code of Alabama 1975).

The Board consists of five (5) members who are residents of Baldwin County, Alabama, which are respectively appointed by the Baldwin County Commission for three (3) year terms.

The Baldwin County Building Official nominates for re-appointment the respective persons listed at the staff recommendation and respectfully requests the Baldwin County Commission provide the required authorization for appointment. Further, the Baldwin County Building Official's office has confirmed to staff that the persons referenced in the staff recommendation are residents of Baldwin County; therefore, staff confirms the foregoing persons are qualified to be 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?
No

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration staff to prepare letters for Chairman signature, mail letters to respective appointees at the below addresses, update Board list.

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

Send correspondence to:

Mr. Cliff Pitman
9320 Gafyer Avenue
Fairhope, Alabama 36532

Mr. Mark Acreman
1508 North Cedar Street
Foley, Alabama 36535

Mr. Richard Peterson
178 Hawthorne Circle
Fairhope, Alabama 36532

Mr. Timothy Barnhill
3200 Holley Street
Loxley, Alabama 36551

Mr. Martin Pitts
P. O. Box 456
Montrose, Alabama 36559

CC: Letters to Mindy Smith, Permit Administrator, Building Inspection Department

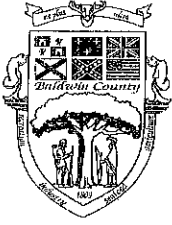
Additional instructions/notes: N/A

Kim Nelson

From: Cliff Pitman <cliffpitman@bellsouth.net>
Sent: Monday, June 8, 2020 2:12 PM
To: Kim Nelson
Subject: FLOOD DAMAGE PREVENTION ORDINANCE BOARD OF ADJUSTMENTS

[CAUTION: External Email]

HEY KIM
I WILL BE GLAD TO CONTINUE TO SERVE.
HOPE ALL IS WELL WITH YOU.
CLIFF PITMAN



COUNTY COMMISSION

BALDWIN COUNTY

OFFICE OF BUILDING OFFICIAL

201 EAST SECTION AVENUE

FOLEY, ALABAMA 36535

(251) 943-5061 (251) 928-3002

June 4, 2020

Mr. Cliff Pitman

9320 Gayfer Avenue

Fairhope, AL 36532

Dear Mr. Pitman:

This letter is to thank you for volunteering your services to the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments. Your current term expires on June 1, 2020.

I am requesting that you consider serving on the Board again for a term of three (3) years? If you agree to serve again, please confirm your desire in writing or email as soon as possible. You may send your email response to knelson@baldwincountyal.gov. Should you have questions or concerns, please contact myself or Kim Nelson at 972-6837.

With Regards,

A handwritten signature in black ink, appearing to read "Eddie Harper", is written over the typed name.

Eddie Harper

Building Official, CFM

EH/kjn

Kim Nelson

From: Tim Barnhill <timlb7@gmail.com>
Sent: Tuesday, June 9, 2020 7:35 AM
To: Kim Nelson
Subject: Ordinance Board

[CAUTION: External Email]

Kim,
I will be glad to serve again on the Flood Damage Prevention Ordinance Board of Adjustments.
Thanks,
Tim Barnhill



This email has been checked for viruses by Avast antivirus software.
www.avast.com



COUNTY COMMISSION

BALDWIN COUNTY
OFFICE OF BUILDING OFFICIAL
201 EAST SECTION AVENUE
FOLEY, ALABAMA 36535

(251) 943-5061, (251) 928-3002

June 4, 2020

Mr. Timothy Barnhill
3200 North Holley Street
Loxley, AL 36551

Dear Mr. Barnhill:

This letter is to thank you for volunteering your services to the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments. Your current term expires on June 1, 2020.

I am requesting that you consider serving on the Board again for a term of three (3) years? If you agree to serve again, please confirm your desire in writing or email as soon as possible. You may send your email response to knelson@baldwincountyal.gov. Should you have questions or concerns, please contact myself or Kim Nelson at 972-6837.

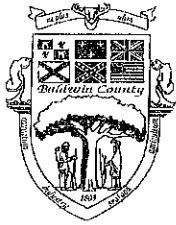
With Regards,

A handwritten signature in black ink, appearing to read "Eddie Harper", is written over the typed name.

Eddie Harper

Building Official, CFM

EH/kjn



COUNTY COMMISSION

BALDWIN COUNTY

OFFICE OF BUILDING OFFICIAL

201 EAST SECTION AVENUE

FOLEY, ALABAMA 36535

(251) 943-5061 (251) 928-3002

June 4, 2020

Mr. Mark Acreman

1508 North Cedar Street

Foley, AL 36535

Dear Mr. Acreman:

This letter is to thank you for volunteering your services to the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments. Your current term expires on June 1, 2020.

I am requesting that you consider serving on the Board again for a term of three (3) years? If you agree to serve again, please confirm your desire in writing or email as soon as possible. You may send your email response to knelson@baldwincountyal.gov. Should you have questions or concerns, please contact myself or Kim Nelson at 972-6837.

With Regards,

A handwritten signature in black ink, appearing to read "Eddie Harper", is written over a horizontal line.

Eddie Harper

Building Official, CFM

EH/kjn

Kim Nelson

From: Martin Pitts <martin@martinpitts.net>
Sent: Wednesday, June 10, 2020 2:14 PM
To: Kim Nelson
Subject: Baldwin County Flood Damage Prevention Ordinance Board of Adjustments

[CAUTION: External Email]

Yes

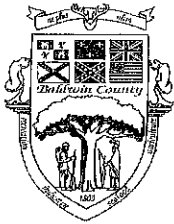
I would like to serve for the upcoming term of three (3)
on the Board listed above

Thank You So Much

Please call with any concerns you may have

Martin Pitts

J. Martin Pitts PE LLC
Civil Engineering
Structural Engineering
251-591-6634



COUNTY COMMISSION

BALDWIN COUNTY

OFFICE OF BUILDING OFFICIAL

201 EAST SECTION AVENUE

FOLEY, ALABAMA 36535

(251) 943-5061, (251) 928-3002

June 4, 2020

Mr. J Martin Pitts, P.E.

P. O. Box 456

Montrose, AL 36559

Dear Mr. Pitts:

This letter is to thank you for volunteering your services to the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments. Your current term expires on June 1, 2020.

I am requesting that you consider serving on the Board again for a term of three (3) years? If you agree to serve again, please confirm your desire in writing or email as soon as possible. You may send your email response to knelson@baldwincountyal.gov. Should you have questions or concerns, please contact myself or Kim Nelson at 972-6837.

With Regards,

A handwritten signature in black ink, appearing to read "Eddie Harper", is written over a horizontal line.

Eddie Harper

Building Official, CFM

EH/kjn

Kim Nelson

From: Richard Peterson <richard.peterson@fairhopeal.gov>
Sent: Friday, June 12, 2020 1:24 PM
To: Kim Nelson
Subject: Board Appointment

[CAUTION: External Email]

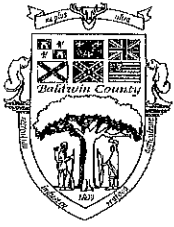
Hi Kim,

Thanks for your time on the phone this morning. I am happy to serve on the boards that I have served on in the past, and feel free to reappoint me if needed.

Have a great weekend!

Richard

Fairhope Utilities
P.O. Drawer 429
Fairhope, AL 36533
Office – 251.990.2884
Cell – 251.979.0087



COUNTY COMMISSION

BALDWIN COUNTY

OFFICE OF BUILDING OFFICIAL

201 EAST SECTION AVENUE

FOLEY, ALABAMA 36535

(251) 943-5061 (251) 928-3002

June 4, 2020

Mr. Richard Peterson, P.E.

178 Hawthorne Circle

Fairhope, AL 36532

Dear Mr. Peterson:

This letter is to thank you for volunteering your services to the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments. Your current term expires on June 1, 2020.

I am requesting that you consider serving on the Board again for a term of three (3) years? If you agree to serve again, please confirm your desire in writing or email as soon as possible. You may send your email response to knelson@baldwincountyal.gov. Should you have questions or concerns, please contact myself or Kim Nelson at 972-6837.

With Regards,

A handwritten signature in black ink, appearing to read "Eddie Harper", is written over the typed name.

Eddie Harper

Building Official, CFM

EH/kjn

BALDWIN COUNTY FLOOD DAMAGE PREVENTION ORDINANCE BOARD OF ADJUSTMENT

**c/o Building Official, Baldwin County Building Department
201 East Section Street, Foley, Alabama 36535
(251) 943-6061, Ext. 2817**

General Board Information:

Appointed by Baldwin County Commission.

Five (5) members - Term of each member is three (3) years

Members must be residents of Baldwin County

Board makes special exceptions to the rules / regulations promulgated by the Baldwin County Commission, as established pursuant to §11-19-1, et seq., *Code of Alabama 1975*, as embodied only in the *Baldwin County Flood Damage Prevention Ordinance* [last amended - April 5, 2005, regular meeting] and only exercises variance procedures set forth in Article 6 of the *Baldwin County Flood Damage Prevention Ordinance*.

Statutory Authority - §11-19-19, *Code of Alabama 1975*

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Cliff Pitman 9320 Gayfer Avenue Fairhope, Alabama 36532	Reappointed 06/06/2017 term continuing from 06/01/2017	three (3) year term	06/01/2020
Mark Ackerman 1508 North Cedar Street Foley, Alabama 36535	Reappointed 06/06/2017 term continuing from 06/01/2017	three (3) year term	06/01/2020
Richard Peterson 178 Hawthorne Circle Fairhope, Alabama 36532	Reappointed 06/06/2017 term continuing from 06/01/2017	three (3) year term	06/01/2020
Timothy Barnhill 3200 North Holley Street Loxley, Alabama 36551	Reappointed 06/06/2017 term commencing 08/01/2017	three (3) year term	08/01/2020
Martin Pitts Post Office Box 456 Montrose, Alabama 36559	Reappointed 06/06/2017 term commencing 08/01/2017	three (3) year term	08/01/2020

***REVISED: 06/06/2017 akg**

FLOOD DAMAGE PREVENTION ORDINANCE UNINCORPORATED BALDWIN COUNTY, ALABAMA

Adopted by the Baldwin County Commission:	January 3, 1978
Amended by the Baldwin County Commission:	February 17, 1987
Amended by the Baldwin County Commission:	April 19, 1994
Amended by the Baldwin County Commission:	June 7, 1994
Amended by the Baldwin County Commission:	January 18, 2000
Amended by the Baldwin County Commission:	October 15, 2002
Amended by the Baldwin County Commission:	April 5, 2005
Amended by the Baldwin County Commission:	April 21, 2009
Amended by the Baldwin County Commission:	September 7, 2010
Amended by the Baldwin County Commission:	April 16, 2019
	effective April 19, 2019

BALDWIN COUNTY COMMISSION

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

ARTICLE 1

Statutory Authorization, Findings of Fact, Purpose And Objectives

SECTION A **STATUTORY AUTHORIZATION**

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24, Chapter 45, Sections 1-11, Chapter 52, Sections 1-84, and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the County Commission, of Baldwin County, Alabama, does ordain as follows:

SECTION B **FINDINGS OF FACT**

- (1) The flood hazard areas of County of Baldwin , Alabama are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

SECTION C **STATEMENT OF PURPOSE**

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;
- (3) control filling, grading, dredging and other development which may increase flood damage or erosion;
- (4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands; and
- (5) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

SECTION D **OBJECTIVES**

The objectives of this ordinance are:

- (1) to protect human life and health;
- (2) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas,
- (4) to minimize expenditure of public money for costly flood control projects;
- (5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) to minimize prolonged business interruptions, and
- (7) to ensure that potential home buyers are notified that property is in a flood area.

ARTICLE 2 **GENERAL PROVISIONS**

SECTION A **LANDS TO WHICH THIS ORDINANCE APPLIES**

This ordinance shall apply to all Areas of Special Flood Hazard within the permitting jurisdiction of unincorporated Baldwin County, Alabama.

SECTION B **BASIS FOR AREA OF SPECIAL FLOOD HAZARD**

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its **Flood Insurance Study (FIS), dated January 12, 1973**, with accompanying maps and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this ordinance. For those land areas acquired by a municipality through annexation, the current effective FIS and data for unincorporated Baldwin County are hereby adopted by reference.

SECTION C: **ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT**

A Development Permit shall be required in conformance with the provisions of this ordinance **PRIOR** to the commencement of any development activities in identified areas of special flood hazard and **community flood hazard areas** within the community.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Baldwin County, Alabama or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES FOR VIOLATION

- (1) Notice of Violation. If the community determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it shall issue a written notice of violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:
 - (a) The name and address of the owner or the applicant or the responsible person;
 - (b) The address or other description of the site upon which the violation is occurring;
 - (c) A statement specifying the nature of the violation;
 - (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action;
 - (e) A statement of the penalty or penalties that may be assessed against the person to

whom the notice of violation is directed, and;

- (f) A statement that the determination of violation may be appealed to the community by filing a written notice of appeal within thirty days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).

- (2) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed. Before taking any of the following actions or imposing any of the following penalties, the Building Official/Floodplain Administrator shall first notify the applicant or other responsible person in writing of its intended action. The Building Official/Floodplain Administrator shall provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the Baldwin County Commission may take or impose any one or more of the following enforcement actions or penalties:

- (a) Civil penalties: Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$150.00 or imprisoned for not more than 30 days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Baldwin County Commission from taking such other lawful actions as is necessary to prevent or remedy any violation.

- (3) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

The Notice of Appeal must be in writing and must be received within ten days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty days from the date of receipt of the Notice of Appeal by the Floodplain Administrator.

- (4) All appeals shall be heard and decided by the community's designated Appeal Board, which shall be Baldwin County Flood Damage Prevention Ordinance Board of Adjustment, or their designees. The Appeal Board shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's flood damage prevention ordinance, and any other

applicable local, state, or federal requirements. The decision of the Appeal Board shall be final.

- (5) A judicial review can be requested by any person aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the Baldwin County Circuit Court.

SECTION I. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this ordinance.

ARTICLE 3 **ADMINISTRATION**

SECTION A DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Baldwin County Building Official/Floodplain Administrator is hereby appointed to administer and implement the provisions of this ordinance.

SECTION B PERMIT PROCEDURES

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by the community **PRIOR** to any development activities, and may include, but not be limited to, the following: Plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following procedures and information are required for all projects in the Special Flood Hazard Areas within the jurisdiction of unincorporated Baldwin County:

(1) Application Stage

Plot plans are to include:

- (a) The Base Flood Elevation (BFE) where provided as set forth in Article 2, Section B; Article 4, Section C; or Article 5, Section D;
- (b) Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in Article 2, Section B;
- (c) Flood zone designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 2, Section B;
- (d) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor level, including basement, of all proposed structures;
- (e) Elevation in relation to mean sea level to which any non-residential structure will be flood proofed;

- (f) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);
- (g) Design certification from a registered professional engineer or architect that any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria of Article 4, Section G.
- (h) A Foundation Plan, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings required in accordance with Article 4, Sections B(1), B(3), D(7), and E(1) when solid foundation perimeter walls are used.
- (i) Usage details of any enclosed areas below the lowest floor shall be described.
- (j) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
- (k) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be provided on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan.
- (l) Certification of the plot plan by a licensed professional engineer or surveyor in the State of Alabama is required.

(2) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-proofing level using appropriate FEMA elevation or floodproofing certificate immediately after the lowest floor or flood proofing is completed.

- (a) When flood proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.
- (b) **Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.**
- (c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.
- (d) The Floodplain Administrator shall make **periodic inspections** of projects during construction throughout the Special Flood Hazard Areas within the jurisdiction of the community to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. Members of his or her

inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

- (e) The Floodplain Administrator may **revoke and require the return of the floodplain development permit** by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(3) Finished Construction

Upon completion of construction, a FEMA elevation certificate (FEMA Form 81-31), which depicts all finished construction elevations, is required to be submitted to the Floodplain Administrator prior to issuance of a Certificate of Occupancy.

- (a) If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.
- (b) If the structure is located in a V-Zone, a V-Zone Certificate is required. The applicant shall use the community's certificate (if available) or develop one that includes the information in the certificate from FEMA's Home Builder's Guide to Coastal Construction Technical Fact Sheet No. 1.5 (2010). The certificate shall provide the following minimum design and construction requirements for the V-Zone:
- i A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction.
 - ii A registered professional engineer or architect shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the following criteria:
 - The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or one foot above the Base Flood Elevation (BFE); and
 - The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Use ASCE 7-10, Minimum Design Loads for Buildings and Other Structures, for guidance.
 - iii The space below the lowest floor must be free of obstructions (e.g., building element, equipment, or other fixed objects that can transfer flood loads to the foundation, or that can cause floodwaters or waves to be deflected into the building), or must be constructed with non-supporting breakaway walls, open lattice, or insect screening.

- (c) The Building Official/Floodplain Administrator shall review the certificate(s) data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance.
- (d) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (e) Documentation regarding completion and compliance with the requirements stated in the permit application and with Article 3, Section B(1) of this ordinance shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (f) All records that pertain to the administration of this ordinance shall be maintained and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

SECTION C DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but shall not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied; and assure that development sites are reasonably safe from flooding.
- (2) Review copies of all necessary permits from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits permanently with floodplain development permit file.
- (3) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.
- (4) Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement, of all new construction or substantially improved structures in accordance with Article 3, Section B.
- (5) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 4, Sections B(2) and E(2).
- (6) When flood proofing is utilized for a structure, the Floodplain Administrator shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 3, Section B(1)(c) and Article 4, Section B(2) or E(2).
- (7) Notify adjacent communities and the Alabama Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the

Federal Emergency Management Agency (FEMA), and the Alabama Department of Economic and Community Affairs/Office of Water Resources/NFIP State Coordinator's Office.

- (8) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
- (9) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (10) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Floodplain Administrator and shall be open for public inspection.

ARTICLE 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A GENERAL STANDARDS

In ALL Areas of Special Flood Hazard the following provisions are required:

- (1) Require copies of all necessary permits from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits be on file.
- (2) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- (3) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage.
- (4) New construction and substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage:
 - (a) All subdivision proposals shall be consistent with the need to minimize flood damage;
 - (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
 - (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

- (5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non- conformity is not furthered, extended or replaced.
- (11) Proposed new construction and substantial improvements that are partially located in an area of special flood hazard shall have the entire structure meet the standards for new construction.
- (12) Proposed new construction and substantial improvements that are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations shall have the entire structure meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

SECTION B SPECIFIC STANDARDS

In ALL Areas of Special Flood Hazard designated as A1-30, AE, AH, A (with engineered or estimated base flood elevation), the following provisions are required:

- (1) Residential and Non-residential Structures - Where base flood elevation data is available, new construction and substantial improvement of any structure or manufactured home **shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation.** Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).
- (2) Non-Residential Structures - New construction and substantial improvement of any non-residential structure located in A1-30, AE, or AH zones, may be floodproofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be**

designed to be water tight to one (1) foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).

- (3) **Enclosures for Elevated Buildings** - All new construction and substantial improvements of existing structures that include **ANY fully enclosed area** below the base flood elevation, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.
- (a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 - (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding (if a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls);
 - (ii) The bottom of all openings shall be no higher than one foot above grade or floor;
 - (iii) Openings may be equipped with screens, louvers, valves and other coverings and devices provided they permit the automatic flow of floodwater in both directions.
 - (b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area.
 - (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms. All interior walls, ceilings and floors below the base flood elevation shall be unfinished and/or constructed of flood resistant materials.
 - (d) Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power as required.
- (4) **Standards for Manufactured Homes and Recreational Vehicles** - Where base flood elevation data are available:
- (a) All manufactured homes placed and substantially improved on:
 - (i) individual lots or parcels,
 - (ii) in new or substantially improved manufactured home parks or subdivisions,
 - (iii) in expansions to existing manufactured home parks or subdivisions, or
 - (iv) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a

flood, must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.

- (b) Manufactured homes placed and substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
 - (i) the lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation, or
 - (ii) where no Base Flood Elevation exists, the manufactured home chassis and supporting equipment is supported by reinforced piers or other foundation elements of at least equivalent strength and is elevated to a maximum of 60 inches (five feet) above grade and must also meet the standards of Article 4, Section D (5).
- (c) All Manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- (d) All recreational vehicles placed on sites must either:
 - (i) be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or
 - (ii) the recreational vehicle must meet all the requirements for "New Construction," including the anchoring and elevation requirements of Article 4, Section B, provisions (3)(a) and (3)(c).
- (5) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the unincorporated Baldwin County FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (6) Accessory Structures (also referred to as appurtenant structures) – Accessory structures include, but are not limited to, residential structures such as detached garages, storage sheds for garden tools or woodworking, gazebos, picnic pavilions, boathouses, small pole barns, and similar buildings. The following provisions apply to accessory structures built below the base flood elevation:
 - (a) A permit shall be required prior to construction or installation.
 - (b) Use must be restricted to parking of personal vehicles or limited storage (low-cost items that cannot be conveniently stored in the principal structure).
 - (c) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the BFE.
 - (d) Must be adequately anchored to prevent flotation, collapse, or lateral movement.
 - (e) Must have adequate flood openings as described in Article 4, Section A (5) and be designed to otherwise have low flood damage potential.
 - (f) Shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
 - (g) Any mechanical and other utility equipment in the structure must be elevated to or above the BFE or must be floodproofed.

- (h) Under limited circumstances communities may issue variances to permit construction of wet-floodproofed accessory structures. Communities should not grant variances to entire subdivisions for accessory structures, especially detached garages. Variances should only be reviewed and issued on an individual or case-by-case basis and be based on the unique characteristics of the site.

SECTION C FLOODWAYS

Located within Areas of Special Flood Hazard established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (2) Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment **shall not result in any increase** in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;
- (3) A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;
- (4) **ONLY** if Article 4, Section C, provisions (1) through (3) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article 4.

SECTION D BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE A- ZONES)

Located within the Areas of Special Flood Hazard established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When base flood elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic Base Flood Elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then Article 4, Section D, provisions (5) and (6) shall apply:
- (3) All development in Zone A must meet the requirements of Article 4, Section A and Section B(1) through B(4).
- (4) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area; including basement) elevated no less than three (3) feet above the highest adjacent grade.
- (5) In the absence of a base flood elevation, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) in that the structure must be elevated to a maximum of 60 inches (5 feet).
- (6) Openings sufficient to facilitate automatic equalization of flood water hydrostatic forces on exterior walls shall be provided in accordance with standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

SECTION E STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Areas of Special Flood Hazard established in Article 2, Section B may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus one foot of freeboard. **If no depth number is specified, the lowest floor, including basement, shall be elevated at least three (3) feet above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3), Enclosures for "Elevated Buildings.

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

- (2) New construction and the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level in Article 4, Section E(1) or three (3) feet (if no depth number is specified), above highest adjacent grade,** with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1)(c) and (2).
- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

SECTION F. COASTAL HIGH HAZARD AREAS (V-ZONES & COASTAL AE ZONES)

Located within the areas of special flood hazard established in Article 2, Section B, are areas designated as Coastal High Hazard areas (V-Zones) and Coastal AE Zones. These areas have special flood hazards associated with wave action and storm surge; therefore, the following provisions shall apply, in addition to the standards of Article 4:

- (1) All new construction and substantial improvements of existing structures shall be located landward of the reach of the mean high tide.
- (2) All new construction and substantial improvements of existing structures shall be elevated on piles, columns, or shear walls parallel to the flow of water so that:
 - (a) The bottom of the lowest supporting horizontal structural member (excluding pilings or columns) is located no lower than one foot above the base flood elevation level. All space below the lowest supporting member shall remain free of obstruction.
 - (b) Open lattice work, breakaway walls, or decorative screening may be permitted for aesthetic purposes only and built in accordance with Article 4, Section G(5) below.
 - (c) All pile and column foundations and the structures attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the combined effects of wind and water loads acting simultaneously on ALL building components, both (non-structural and structural). Water loading values shall equal or exceed those of the base flood. Wind loading values shall be in accordance with the most current edition of the Baldwin County adopted building code.
- (3) All new construction and substantial improvements of existing structures shall be securely anchored on pilings, columns, or shear walls.
- (4) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in full compliance with the provisions contained in Article 4, Section G(2), (3), and (4) herein.
- (5) For all new construction and substantial improvements in VE Zones and Coastal AE Zones, the space below the lowest horizontal-supporting member must remain free of

obstruction. As an alternative, the space may be constructed with non-supporting breakaway walls, open wood or vinyl latticework, or insect screening which must be designed to break away or collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. The following design specifications are required:

- (a) No solid walls shall be allowed, and;
- (b) Material shall consist of lattice or mesh screening only.
- (c) If aesthetic lattice work, breakaway walls, or screening is utilized, any enclosed space shall not be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.
- (d) For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Breakaway wall enclosures shall not exceed 299 square feet. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:
 - (i) Breakaway wall collapse shall result from water load less than that which would occur during the base flood, and;
 - (ii) The effects of wind and water loads acting simultaneously on all building components (structural and nonstructural) must be taken into account. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those requirements by state or local building codes.
- (6) Enclosures below elevated buildings shall be useable solely for storage, parking of vehicles, or building access. Such space will not be used for human habitation and not finished or partitioned into separate rooms.
- (7) Prior to construction, plans for any structure using lattice, breakaway walls, or decorative screening must be submitted to the Building Official/Floodplain Administrator for approval.
- (8) Any alteration, repair, reconstruction or improvement to any structure shall not enclose the space below the lowest floor except with lattice-work, breakaway walls, or decorative screening, as provided in this Section.
- (9) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural *member* of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in VE Zones and Coastal AE Zones. The Floodplain Administrator shall maintain a record of all such information.
- (10) The Building Official/Floodplain Administrator shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an

engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:

- (a) Particle composition of fill material does not have a tendency for excessive natural compaction;
 - (b) Volume and distribution of fill will not cause wave deflection to adjacent properties; and
 - (c) Slope of fill will not cause wave run-up or ramping.
-
- (11) Under the buildings or structures, no fill may be used except for minor site grading for drainage purposes. Nonstructural fill may be used on coastal building sites for minor landscaping and site grading for drainage purposes to the extent that the fill does not interfere with the free passage of floodwaters and debris underneath the building or cause changes in flow direction during coastal storms. Changes to site grades, other than those prescribed, must be avoided as they can cause additional damage to buildings on the site or to adjacent buildings.
- (12) Prohibit man-made alteration of sand dunes or mangrove stands which would increase potential flood damage.
- (13) Permit recreational vehicles in VE Zones and Coastal AE Zones if they meet all of the requirements of Article 4, Section B(4)(d).

ARTICLE 5

VARIANCE PROCEDURES

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

The Baldwin County Flood Damage Prevention Ordinance Board of Adjustments as established by the County Commission of Baldwin County, Alabama shall hear and decide requests for appeals or variance from the requirements of this ordinance.

SECTION B. DUTIES OF BOARD

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Building Official/Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments may appeal such decision to the Baldwin County Circuit Court.

SECTION C. VARIANCE PROCEDURES

In reviewing requests for variance, the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

- (1) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.
- (2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (3) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.
- (4) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (5) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others.
- (6) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community.
- (7) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.
- (8) The importance of the services provided by the proposed facility to the community.
- (9) The necessity of the facility to be at a waterfront location, where applicable.
- (10) The compatibility of the proposed use with existing and anticipated development based on the community's comprehensive plan for that area.
- (11) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- (12) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and community infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this ordinance, the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

SECTION D. VARIANCES FOR HISTORIC STRUCTURES

Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

SECTION E. CONDITIONS FOR VARIANCES

The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Sections E(3), E(4), F(1) and F(2) of this Article.
- (2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) A variance shall be issued ONLY when there is:
 - (a) A finding of good and sufficient cause;
 - (b) A determination that failure to grant the variance would result in exceptional hardship; and
 - (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Variances shall not be issued “after the fact.”

SECTION F. VARIANCE NOTIFICATION AND RECORDS

- (1) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that specifies the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:
 - a. result in rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and
 - b. increase the risk to life and property resulting from construction below the base flood level.

- (2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.
- (3) A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Building Inspection Department or Judge of Probate for Baldwin County, Recording Division and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

ARTICLE 6

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

Accessory Structure (also referred to as appurtenant structures) means a structure which is located on the same parcel of property as a principal structure to be insured and the use of which is incidental to the use of the principal structure. They should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. These structures are used solely for parking (two-car detached garages or smaller) or limited storage (small, low cost storage sheds). They are included under the general definition of structure and are consequently subject to all floodplain management regulations pertaining to structures.

Addition (to an existing building) means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure. NFIP regulations for new construction apply to any addition that is considered a perimeter expansion or enclosure beneath a structure. If it is considered to be a substantial improvement (more than 50% of market value) to a structure, the existing structure will also need to be treated as new construction.

Depending on the flood zone and details of the project, the existing building may not have to be elevated. The determining factors are the common wall and what improvements are made to the existing structure. If the common wall is demolished as part of the project, then the entire structure must be elevated. If only a doorway is knocked through it and only minimal finishing is done, then only the addition has to be elevated.

Appeal means a request for a review of the Building Official/Floodplain Administrator interpretation of any provision of this ordinance.

Area of shallow flooding means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined

channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard (also see “Special flood hazard area”) means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 2, Section B.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the “one percent chance flood”).

Base flood elevation means the computed elevation to which floodwater is anticipated to rise during the base flood. It is also the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. Base Flood Elevations are shown in the FIS and on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE.

Basement means any portion of a building having its floor sub grade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system. This is associated with VE Zone (coastal) construction

Building (also see **Structure**) means (1) A structure with 2 or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; or (2) a manufactured home (a “manufactured home,” also known as a mobile home, is a structure built on a permanent chassis, transported to its site in 1 or more sections, and affixed to a permanent foundation); or (3) a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building ordinances or laws.

Coastal AE Zone means the portion of the Special Flood Hazard Area (SFHA) to be landward of a Velocity (VE) Zone or landward of an open coast or back-bay area without mapped V-Zones, in which the principal sources of flooding are astronomical tides, storm surges, seiches or tsunamis; not riverine sources. Coastal AE Zones may be subject to wave effects, velocity flows, erosion, scour or combinations of these forces. All community-identified or designated portions of the Special Flood Hazard Area (SFHA) between the landward limit of moderate wave action (the LiMWA or 1.5-foot breaking wave) and the landward limit of the V Zone boundary shall be regulated as VE Zones. Where no VE Zone is mapped in back-bay areas, the Coastal AE Zone is the portion between the high tide line and the landward limit of the 1.5-foot breaking wave.

Coastal Barrier Resources Act means the Coastal Barrier Resources Act of 1982 which prohibits the use of federal development assistance, including federal flood insurance, on property included in the System. While the act does not prevent property in coastal barriers from being developed, it helps to slow or discourage development by prohibiting the use of federal funds, including insurance and loans, from being used to build new property or replace or repair damaged property.

Coastal high hazard area means an area of special flood hazard, extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as VE Zone.

Community means a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Elevated building means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, pilings, posts, columns, piers, or shear walls.

Elevation Certificate means a FEMA form used as a certified statement that verifies a building's elevation information.

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing Construction means any structure for which the "start of construction" commenced before January 20, 1978 or before January 1, 1975, for FIRMs effective before that date. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before January 3, 1978.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. The overflow of inland or tidal waters; or
- b. The unusual and rapid accumulation or runoff of surface waters from any source.
- c. Mudslides which are proximately caused by flooding as described in part "b." of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

- d. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in part “a.” of this definition.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated the areas of special flood hazard and/or risk premium zones applicable to the community.

Flood Insurance Study/ Flood Elevation Study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide and/or flood-related erosion hazards.

Floodplain means any land area susceptible to being inundated by water from any source.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities or structures with their contents.

Floodway (Regulatory Floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Freeboard means a factor of safety usually expressed in feet above the Base Flood Elevation (BFE) for purposes of floodplain management which tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. Used to determine the level for a building's lowest floor elevation or level of floodproofing required to be in compliance with the community's floodplain management regulations.

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facility that are necessary for the loading and unloading of cargo or passengers, and shipbuilding, and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance. The Baldwin County Flood Damage Prevention Ordinance Board of Adjustments requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic Structure means any structure that is;

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior, or
 - ii. Directly by the Secretary of the Interior in states without approved programs.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Limit of Moderate Wave Action (LiMWA) means the limit of the AE Zone category area exposed to wave attack from waves greater than 1.5 feet during the base (one percent chance) flood on open coastal and inland areas exposed to erosion and wave propagation.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that

such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

Manufactured home means a building, transportable in one or more section, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the property value (as agreed between a willing buyer and seller), excluding the value of land as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means the average height of the sea for all stages of the tide. It is used as a reference for the base flood elevations shown on a community's Flood Insurance Rate Map (FIRM). For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum.

National Flood Insurance Program (NFIP) means the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry

National Geodetic Vertical Datum (NGVD) means as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means ANY structure (see definition) for which the "start of construction" commenced after January 20, 1978 and includes any subsequent improvements (including additions) to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 20, 1978.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels and motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any

watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974, or on or after the effective date of the initial FIRM of the community, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational vehicle means a vehicle which is:

- a. Licensed and titled as a recreational vehicle or park model;
- b. Built on a single chassis;
- c. 400 square feet or less when measured at the largest horizontal projection;
- d. Has no attached deck, porch, or shed;
- e. Has quick-disconnect sewage, water, and electrical connectors;
- f. Designed to be self-propelled or permanently towable by a light duty truck; and
- g. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway see **Floodway**.

Remedy a violation means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Section 1316 means no new flood insurance policy or federal disaster assistance shall be provided for any property which the Administrator finds has been declared by a duly constituted State or local zoning authority or other authorized public body, to be in violation of State or local laws, regulations or ordinances which are intended to discourage or otherwise restrict land development or occupancy in floodprone areas. If the structure is made compliant with the applicable community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance and disaster assistance eligibility restored.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) means the date the development or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

“Permanent construction” does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (*NOTE: accessory structures are NOT exempt from any ordinance requirements*). For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood related damages sustained by a structure on two separate occasions during a 10-year period for

which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or;
- b. Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

Substantially improved existing manufactured home parks or subdivisions is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

VE Zone see Coastal High Hazard Area.

Variance means a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) and corresponding parts of this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 7
SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Ordinance adopted on January 3, 1978.

BY: ALTON WHITE – Chairman – Baldwin County

(Signature of Governing Board)

Certified by: DAVID C. WOOD - Administrator
SEAL

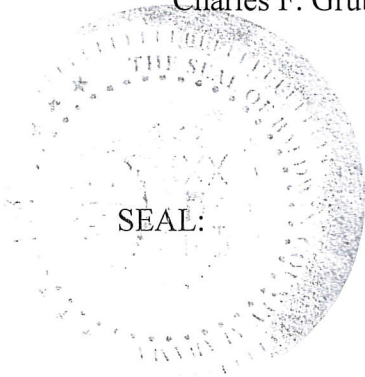
Date: _____

ARTICLE 7
SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional be any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Ordinance adopted on April 16, 2019.

BY: Charles F. Gruber
Charles F. Gruber - Chairman, Baldwin County Commission



Certified By: Wayne A. Dyess
Wayne A. Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 20-1234, **Version:** 1

Item #: BK1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Zach Hood, EMA Director

Submitted by: Sherry-Lea Bloodworth Botop, PIO

ITEM TITLE

Civic Innovation Challenge Grant Application

STAFF RECOMMENDATION

Take the following actions:

1) Approve the Baldwin County Commission, through the Baldwin County Emergency Management Agency (EMA), to partner with the National Preparedness Leadership Initiative (Harvard University) to apply for the “Civic Innovation Challenge (CIVIC): A Research and Action Competition in the Smart and Connected Communities Domain” grant, funded by the U.S. Department of Homeland Security (DHS), U.S. Department of Energy (DOE) and National Science Foundation (NSF); and

Said grant to be used to support pre- and post-disaster recovery planning activities, implement a business continuity and non-profit organization continuity training program and support community outreach and engagement related aspects of the emergency operations plan update process using the “meta-leadership” framework as a foundation.

2) Authorize the Chairman to execute any grant application related documents necessary to apply for the above grant.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: With Baldwin County’s population continuing to grow at an unprecedented rate and a large tourist/seasonal population who are harder to reach through traditional means, it is critical for Baldwin County to lead the state and the nation on how engagement with the community should be done to increase our mitigation against natural hazards; biological hazards and man-made hazards through emergency planning and preparedness efforts that reduce risks to public safety while improving business and community/non-profit continuity.

More information related to this grant can be found here: <https://nsfcivicinnovation.org/>

Grant application is not included due to the competitive nature of this grant. If this grant is awarded staff will bring the item back to the Commission for further action.

FINANCIAL IMPACT

Total cost of recommendation: No matching funds required from County.

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

If this is not a budgeted expenditure, does the recommendation create a need for funding? If granted, all funds will be awarded to National Preparedness Leadership Initiative (Harvard University) NPLI who in turn will support the Baldwin County EMA. There is no match required from the Baldwin County Commission.

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):
Email Commission approval letter to: Eric McNulty, Associate Director for the National Preparedness Leadership Initiative, emcnulty@hsph.harvard.edu

cc: Zach.Hood@baldwincountyal.gov;
sherry-lea.botop@baldwincountyal.gov;
cian.harrison@baldwincountyal.gov

All other follow up by Zach Hood and Sherry-Lea Bloodworth-Botop

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 20-1260, **Version:** 1

Item #: BN1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Joey Nunnally, County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Baldwin County Mitigation Bank - Prescribed Burn and Timber Thinning

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Purchasing Director to place a competitive bid for a prescribed burn and timber thinning at the Baldwin County Mitigation Bank located north of County Road 4 in Gulf Shores; and
- 2) Authorize the Chairman to execute any project related documents.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Mitigation Bank is located north of County Road 4 in Gulf Shores, Alabama. The annual maintenance plan and current site conditions result in a need to mechanically thin approximately 96.3 acres and perform a prescribed burn on approximately 424.46 acres. These activities will take place in the pine savannah portion of the mitigation bank. The majority of the pine savannah was thinned in the fall of 2016. The last controlled burn took place in May 2017. The attached map shows the project limits of the included area within the Baldwin County Mitigation Area.

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: Highway Department; Purchasing Director

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

Highway Design staff will submit advertisement to the Purchasing Director upon completion.

Purchasing Director will advertise project for a competitive bid.

Additional instructions/notes: N/A



Baldwin County Mitigation Bank

Baldwin County
Highway Department 2020



0 375 750 1,500 2,250 3,000
Feet



Baldwin County Commission

Agenda Action Form

File #: 20-1258, **Version:** 1

Item #: BN2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Joey Nunnally, P.E., County Engineer
Beth Burnett, Chief Accountant

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Rebuild Alabama - Baldwin County Fiscal Year 2020 County Transportation Plan - County Rebuild Alabama Contractor Report

STAFF RECOMMENDATION

Approve the Chairman to execute the Fiscal Year 2020 County Rebuild Alabama Contractor Report for awarded projects funded with County Rebuild Alabama Funds.

BACKGROUND INFORMATION

Previous Commission action/date:

August 20, 2019 - The Commission took the following actions:

1) Adopted the Rebuild Alabama - Baldwin County fiscal Year 2020 County Transportation Plan which includes the following projects:

County Road 9 - Widen and Resurface from U.S. Highway 98 to County Road 48

County Road 55 - Resurface from U.S. Highway 98 to County Road 32

Grantham Road - Resurface from County Road 26 to U.S. Highway 98

2) Approved the display of the County Transportation Plan in conspicuous places at the Baldwin County Courthouse, Baldwin County Commissioner offices, Baldwin County Highway Department, Baldwin County website and other places deemed appropriate by the Baldwin County Commission.

Background: Governor Kay Ivey signed the Rebuild Alabama Act #2019-2 into law on March 12, 2019. This Act amends the Code of Alabama 1975 and will be used for transportation infrastructure improvement, preservation, and maintenance projects pursuant to the provisions of the Act. The Alabama State Act levy's an additional 10¢ excise tax on gasoline and diesel fuel implemented over a three-year period.

Counties shall adopt an annual County Transportation Plan (CTP) no later than August 31st for the next fiscal year.

The County Rebuild Alabama Contractor Report provides a detailed report of all contractors awarded projects funded with County Rebuild Alabama Funds. This report is due annually on October 1st.

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 Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have the County Rebuild Alabama Contractor Report signed by the Chairman and return to the Highway Department (Beth Burnett) for submission to the Association of County Commissions of Alabama.

Additional instructions/notes: N/A

Pursuant to Section 9a of the Rebuild Alabama Act, the Baldwin County Commission submits the following list of contractors that were awarded projects utilizing Rebuild Alabama Funds for the above stated fiscal year.



FY 2020 County Transportation Plan

Baldwin County



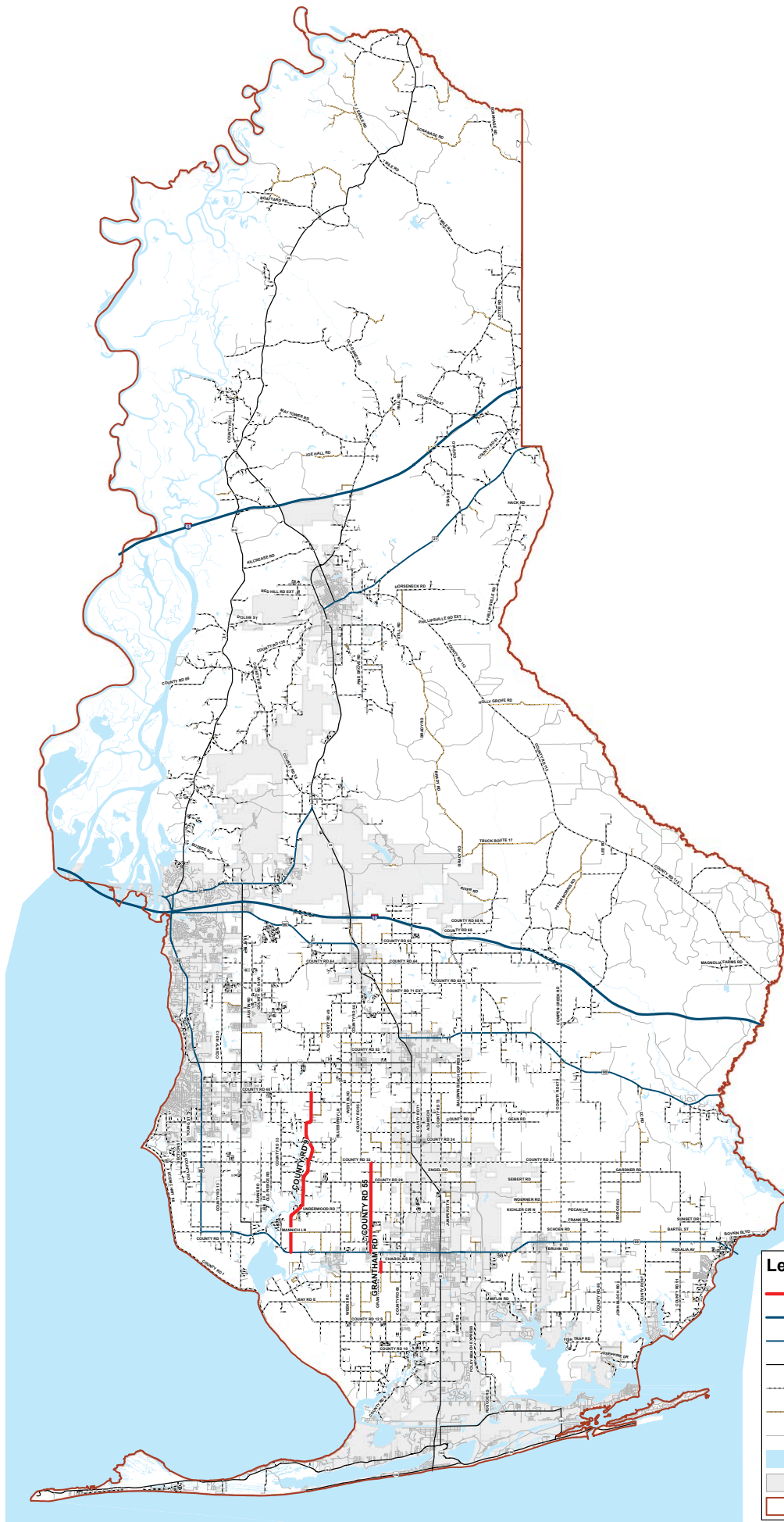
Date Approved by the Baldwin County Commission: August 20, 2019

Date Amended by the Baldwin County Commission: (If Applicable)

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work						
										Estimated Beginning Balance					\$0.00	\$0.00
										Estimated Annual Revenue					\$1,279,536.48	\$400,000.00
1	RA-BCP 02-00-0000	County Rd 9	30.4064	-87.8101	30.5236	-87.7932	X		8.69	Widen and Resurfacing from US-98 to CR-48	\$849,126.00	\$849,126.00		CRAF	\$849,126.00	
2	RA-BCP 02-00-0000	County Rd 55	30.4066	-87.7425	30.4725	-87.7423	X		4.54	Resurfacing from US Hwy 98 to CR-32	\$454,854.00	\$454,854.00		CRAF	\$454,854.00	
3	RA-BCP 02-00-0000	Grantham Rd	30.3921	-87.7339	30.4059	-87.7340	X		1.00	Resurfacing from CR-26 to US Hwy 98	\$83,490.00	\$83,490.00		CRAF	\$83,490.00	
3																
4																
4																
4																
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						14.23	Total CTP Estimated Costs	\$1,387,470.00	\$1,387,470.00	\$0.00	Total CRAF/FAEF Remaining Estimated	(\$107,933.52)	\$400,000.00

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks: The FAEF balance will be carried over for Federal Aid project closeout and for projects in next fiscal year's CTP.



Legend

- Rebuild Alabama Roads
- INTERSTATE
- US HWYS
- STATE HWYS
- COUNTY MAINTAINED ASPHALT
- GRAVEL/DIRT
- 911 ROADS
- WATER
- CITY LIMITS
- BALDWIN OUTLINE



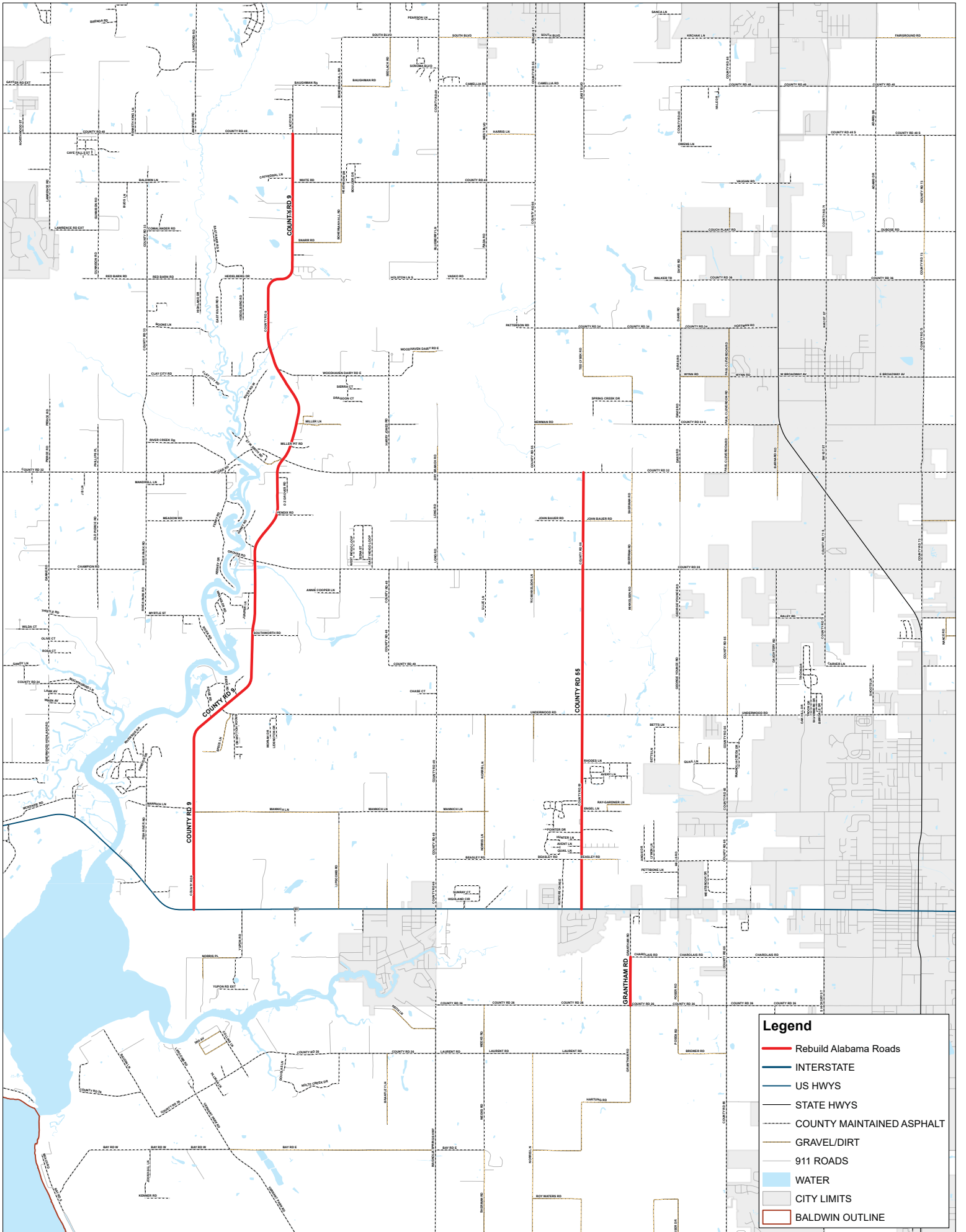
Baldwin County Highway Department
Rebuild Alabama

2:0258 - New Map1 - Special Requests - Maintenance/2019-07-18 2020 proposed Resurfacing Projects
12/19/20-12 Rebuild Alabama.mxd



Date: 8/12/2019
Time: 8:20:41 AM
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Legend

Rebuild Alabama Roads

INTERSTATE

US HWYS

STATE HWYS

COUNTY MAINTAINED ASPHALT

GRAVEL/DIRT

911 ROADS

WATER

CITY LIMITS

BALDWIN OUTLINE



Baldwin County Highway Department

Rebuild Alabama

2/2019 - New Map - Special Requested - 12/19/2019 Rebuild Alabama Zoomed map



Date: 8/12/2019
Time: 8:06:54 AM
M0000





Baldwin County Commission

Agenda Action Form

File #: 20-1240, **Version:** 1

Item #: BQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wayne Dyess, County Administrator

Felisha Anderson, Archives Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Archives Department - Employment of One (1) Part-Time Gate Attendant

STAFF RECOMMENDATION

Approve the employment of Cynthia Kelly to fill the open part-time Gate Attendant position (PID #PT35) at a grade E-EL (\$10.781 per hour) to be effective no sooner than July 13, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The part-time Gate Attendant position was vacated in June 2020, due to the promotion of the previous employee. The County Administrator respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$16,257.75 - annually

Budget line item(s) to be used: 51906.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 20-1225, **Version:** 1

Item #: BQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Eddie Harper, Building Official

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Building Inspection - Position Changes

STAFF RECOMMENDATION

Action Item with discussion needed for the Commission to take action at the following regular meeting.

Take the following actions:

- 1) Reclassify the Hazard Mitigation Coordinator (PID #347) from an hourly grade H (grade H range: \$29,631.68 - \$48,642.88 annually) to a salary grade EC-07 (EC-07 range: \$44,476 - \$70,450 annually); and
- 2) Reclassify the Permit Administrator (PID #5538) from salary grade EC-06 (EC-06 range: \$37,063 - \$58,709 annually) to salary grade EC-07 (EC-07 range: \$44,476 - \$70,450 annually), with a \$2,000.00 in increase in pay due to added responsibilities; and
- 3) Re-title the Office Manager position (PID #5472) to Bookkeeper, with no change in grade or pay; and
- 4) Re-title the Office Assistant IV positions (PID #5470 and #5471) to Permit Technician I, with no change in grade or pay; and
- 5) Approve the updated organizational chart for the Building Inspections Department; and
- 6) Approve the updated position descriptions for Hazard Mitigation Coordinator, Permit Administrator, Bookkeeper, and Permit Technician I.

These recommendations will be effective no sooner than July 20, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Hazard Mitigation Coordinator position was vacated in June 2020, due to the retirement of the previous employee. In an effort to realign and restructure duties within the department, the Building Official respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$2,000.00

Budget line item(s) to be used: 52710.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

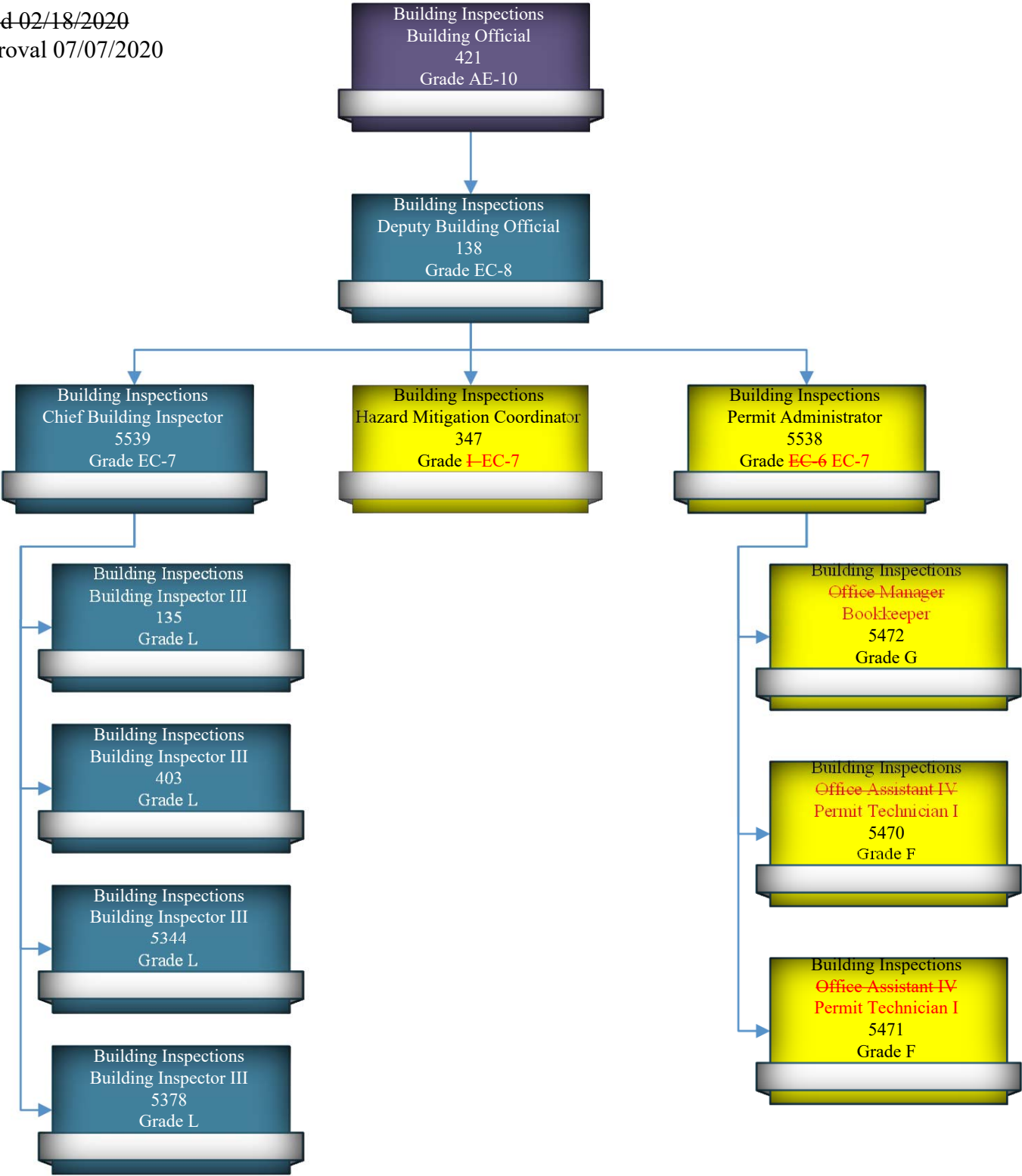
For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A

Approved 02/18/2020
For Approval 07/07/2020



POSITION DESCRIPTION

Title: Hazard Mitigation Coordinator

Department: Building Inspection

Job Analysis: 11/1998, 08/2005, 09/2011, 05/2012, 10/2019, 06/2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official, Deputy Building Official

Subordinate Staff: ~~Office Manager, Office Assistant IV~~ None

Internal Contacts: Members of Building Inspection Department, County Employees

External Contacts: Building Contractors, Architects, Surveyors, General Public

Status: ~~Classified/Non-Exempt (D)~~ Classified/Exempt (EC-7)

Job Summary

Administers Baldwin County Coastal Program, Baldwin County Hazard Mitigation Grant Program, processing grant applications for funds to elevate/acquire properties in the FEMA designated flood zones. Review and process ICC (Increased Cost of Compliance) letters for flood damaged properties. Damage Assessment Coordinator prepares Damage Assessment paperwork from the County and Municipalities for the EMA Director after a Hurricane event. Assists Permit Administrator as needed. ~~Supervises the Office Manager and Office Assistant IVs. Maintains inventory of supplies, Assistant to the Building Official.~~

Job Domain

A. Hazard Mitigation Grant Program

1. Receive applicant information (bids, survey, elevation certificate, TBM) to prepare application for Hazard Mitigation.
2. Send correspondence to several agencies for compliance in program, use USGS maps to identify project area.
3. Run FEMA benefit cost module for cost effectiveness.
4. Compile information and forward to State EMA.
5. Document progress of approved projects, by photos and field work.
6. Coordinate with State Mitigation Officer on mitigation measures.

7. Attend closing for acquisitions purchased by County.
8. Assist FEMA in viewing current and proposed projects within Baldwin County.
9. Assist public with NFIP (National Flood Insurance Program) and FEMA information.
10. Maintain current FEMA FIRM maps
11. Attend workshops and/or conferences regarding Mitigation.

B. Coastal Program

1. Assist public with flood zone determinations.
2. Coordinate with Coastal Inspector on areas to monitor.
- ~~3.~~ Prepare monthly, quarterly and annual reports for ADEM and County Treasurer.
- ~~3.~~
- ~~4.~~ Assist public on compliance with coastal regulations.
- ~~4.~~

C. Managerial

- ~~1. Supervise OFFMGR in Foley office and OAIV in Fairhope Office.~~
- ~~2. Maintain office supply inventory.~~
1. Manages the Flood Damage Prevention Ordinance
2. Manages Hazardous/Unsafe/Nuisance Structure Reporting Program (established by Code of Alabama Section 11-19-1 through 24 and Section 41-9-165 through 166)
3. Assist public on all office related procedures, requirements, etc.
- ~~4. Maintains personnel vacation calendar, approves time cards.~~
- ~~5. Schedule meetings for the Baldwin County Building Code of Appeals, Baldwin County Flood Damage Prevention Ordinance Board of Adjustment, compile the minutes for each board meeting.~~
- ~~6. Schedule meetings and appointments for Building Official.~~
- 7.4. Assist Building Official, Deputy Building Official, Permit Administrator, and Building Inspectors as needed.
5. Prepare and figure plan review fees and building permit fees for large commercial projects.
6. Assumes duties of Permit Administrator when needed.
- 8.7. Assumes duties of Bookkeeper when needed.

D. Damage Assessment

1. Coordinate with local municipalities prior to storm season to establish procedures for reporting damage after a storm event.
2. Coordinate and outline areas with Tax Assessors office on areas to assess after the storm event.
3. Compile IA (Individual Assistance) and PA (Public Assistance) reports received from municipalities & unincorporated areas and report to FEMA.
4. Attend workshops and/or conferences that pertain to Damage Assessment.
5. Report all findings to the EMA Director.

E. Miscellaneous

- ~~1. Receive, open and sort incoming mail.~~
- ~~2.1.~~ Issue Building, Plumbing, Electrical and HVAC permits, when needed
- ~~3. Assist Courthouse Coordinator, as time allows.~~
2. Supply reports to Building Official as needed.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively at all levels with all persons involved in the building trades.
2. Math skills to compute cost of permits.
3. Fluency in the English language, both written and verbal
4. Ability to speak with a clear, well-modulated voice and to use proper grammar.
5. Ability to quickly convey concise and accurate information.
6. Ability to respond to difficult situations with tact and diplomacy.
7. Ability to complete multiple tasks simultaneously.

Minimum Qualifications

1. Must have a valid driver's license.
2. Must be willing to travel throughout Baldwin County and on technical trips.
3. High School Diploma or GED required. College degree preferred.
4. Minimum two (2) years' experience in clerical, administrative, or secretarial field.
(Associates degree in business may substitute for one (1) year of experience.)
5. Must be registered as a Certified Permit Technician by the International Building Code Council at time of hire, or within 12 months of hire date.
6. Work experience in government desirable.
- ~~2.7.~~ Certified Floodplain Management (CFM) experience desirable.

POSITION DESCRIPTION

Title: ~~Office Manager~~Bookkeeper

Department: Building Inspection

Job Analysis: October 2019, June 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official, Deputy Building Official, Permit Administrator~~Hazard Mitigation Coordinator~~

Subordinate Staff: None

Internal Contacts: Members of Building Inspection Department, County Employees

External Contacts: Building Contractors, Architects, Surveyors, General Public

Status: Classified/Non-Exempt (G)

Job Summary

Greet public, answers questions concerning construction, refers code questions to Building Inspectors, issues building, electrical, HVAC, plumbing permits, maintain filing system, perform file searches when needed.

Job Domain

A. Permitting

1. Issue all building, electrical, HVAC & plumbing permits, to licensed contractors.
2. Verify that contractors are state licensed, if not give appropriate information.
3. Make copy of building permits issued, for public review.
4. Maintain a running list of all permits issued for each month.
5. Maintain filing system, purge files and perform file searches when needed.
6. Schedule daily inspections.
7. Issue Certificate of Occupancies

B. Accounting

1. Maintain journal sheets on a daily basis.
2. Make sure journal sheets, permits and money collected all match.
3. Make bank deposits on a daily basis.

4. Compile month end permits, IR-OR report, all permit total should match.

~~4.~~

C. Bookkeeping

1. Responsible for all Monthly bookkeeping for department.
2. Responsible for compiling Monthly Reports for department

D. Flood Determinations

1. Provide flood determinations to the general public, a copy of each determination goes to Hazard Mitigation Coordinator for the CRS Program (Community Rating System).
2. Elevation Certificates when received for a job file, make sure all information is correct, make a copy and give to the Hazard Mitigation Coordinator for the CRS program.
3. Maintain and organize FEMA flood maps (FIRM's).

E. Miscellaneous

1. Use of a two-way radio system.
2. Able to type and use computer.
3. Greet and assist public with general construction questions.
4. Answer telephone.
5. Receive, open and sort incoming mail.
6. Assist Building Official, Deputy Building Official, Building Inspectors, ~~or~~ Hazard Mitigation Coordinator, or Permit Administrator, when needed.

~~Other Characteristics~~ Minimum Qualifications

1. Must have a valid Alabama driver's license.
2. Must be willing to travel throughout Baldwin County.
3. High School Diploma or GED required. College degree preferred.
4. Minimum two (2) years' experience in clerical, administrative, or secretarial field. (Associates degree in business may substitute for one (1) year of experience.)
5. Must be registered as a Certified Permit Technician by the International Building Code Council at time of hire, or within 12 months of hire date.
- ~~2-6.~~

POSITION DESCRIPTION

Title: Permit Administrator

Department: Building Inspection

Job Analysis: February 2020, [June 2020](#)

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official, Deputy Building Official

Subordinate Staff: ~~None~~ [Bookkeeper, Permit Technicians](#)

Internal Contacts: Members of Building Inspection Department, County Employees

External Contact: Building Contractors, Architects, Surveyors, General Public, Online Software Support Team

Status: Classified/Exempt (EC-~~67~~)

Job Summary

The Permit Administrator works with software developers to create and maintain online permitting/inspection software. Additionally, this position will continually administer the permitting software, work with other departments to integrate the permitting software, train all existing and new employees on the use of the software, work with public to utilize software. [Maintain inventory supplies, -and-](#) assist with Hazard Mitigation Coordinator duties, [-supervise the Bookkeeper and Permit Technicians, assistant to the Building Official.](#)

Job Domain

A. Permitting Software

1. Work with permit software company on design and implementation.
2. Create and design all permits and inspection reports for permit software.
3. Create reports for Building Official as needed.
4. Train all personnel to utilize permit software.

5. Coordinate with Planning Department to integrate online Permitting and Planning Modules.

B. Managerial

1. Supervise Bookkeeper in Bay Minette office and Permit Technicians in Foley and Fairhope offices.
2. Maintain office supply inventory.
3. Assist public on all office related procedures, requirements, etc.
4. Maintains personnel vacation calendar, approves timecards.
5. Schedule meetings for the Baldwin County Building Code of Appeals, Baldwin County Flood Damage Prevention Ordinance Board of Adjustment, compile the minutes for each board meeting.
6. Schedule meetings and appointments for Building Official.
7. Assist Building Official, Deputy Building Official, Hazard Mitigation ~~Coordinator~~, and Building Inspectors as needed.
- 5.8. Prepare and figure plan review fees and building permit fees for large commercial projects.

B.C. Office Duties

1. Supply reports to Building Official as needed.
2. Supply reports for all department programs as needed (i.e. CRS, Coastal, Hazard Mitigation).
3. Set-up and maintain permitting kiosks at all 3 office locations for public use of online Permit Software.

C.D. Miscellaneous

1. Assist with Hazard Mitigation duties, when needed.
2. Issue building, plumbing, electrical and HVAC permits, when needed.
3. ~~Assist with Office Manager duties, when needed.~~
4. ~~Assist Building Inspectors, when needed.~~
- 5.3. Assist public with using online permit software and general questions

Knowledge, Skills, and Abilities

1. Skills to communicate effectively at all levels with all persons involved in the building trades.
2. Math skills to compute cost of permits.
3. Fluency in the English language, both written and verbal
4. Ability to speak with a clear, well-modulated voice and to use proper grammar.
5. Ability to quickly convey concise and accurate information.
6. Ability to respond to difficult situations with tact and diplomacy.

7. Ability to complete multiple tasks simultaneously.
8. Comprehensive skills in all Microsoft Office products as well as coding.

Minimum Qualifications

1. High School Diploma or GED required. College degree preferred.
2. Minimum two (2) years' experience in clerical, administrative, or secretarial field.
(Associates degree in business may substitute for one (1) year of experience.)
3. Extensive computer knowledge in Word, Excel, PowerPoint and coding.
4. Must be registered as a Certified Permit Technician by the International Building Code Council at time of hire, or within 12 months of hire date.
5. Work experience in government desirable.

POSITION DESCRIPTION

Title: ~~Office Assistant IV~~ Permit Technician I

Department: Building Inspection

Job Analysis: November 2011, October 2019, June 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official, Deputy Building Official, Permit Administrator
~~Hazard Mitigation Coordinator~~

Subordinate Staff: None

Internal Contacts: Members of Building Inspection Department, County Employees

External Contacts: Building Contractors, Architects, Surveyors, General Public

Status: Classified/Non-Exempt (F)

Job Summary

Greet public, answers questions concerning construction, refers code questions to Building Inspectors, issues building, electrical, HVAC, plumbing permits, maintain filing system, perform file searches when needed.

Job Domain

A. Permitting

1. Issue all building, electrical, HVAC & plumbing permits, to licensed contractors.
2. Verify that contractors are state licensed, if not give appropriate information.
3. Make copy of building permits issued, for public review.
4. Maintain a running list of all permits issued for each month.
5. Maintain filing system, purge files and perform file searches when needed.
6. Schedule daily inspections.
7. Issue Certificate of Occupancies

B. Accounting

1. Maintain journal sheets on a daily basis.
2. Make sure journal sheets, permits and money collected all match.
3. Make bank deposits on a daily basis.

4. Compile month end permits, IR-OR report, all permit total should match.

~~4.~~

C. Flood Determinations

1. Provide flood determinations to the general public, a copy of each determination goes to ~~Office Administrator~~Hazard Mitigation Coordinator for the CRS Program (Community Rating System).
2. Elevation Certificates when received for a job file, make sure all information is correct, make a copy and give to the ~~Office Administrator~~Hazard Mitigation Coordinator for the CRS program.
3. Maintain and organize FEMA flood maps (FIRM's).

D. Miscellaneous

1. Use of a two-way radio system.
2. Able to type and use computer.
3. Greet and assist public with general construction questions.
4. Answer telephone.
5. Receive, open and sort incoming mail.
6. Assist Building Official, Deputy Building Official, Building Inspectors, Hazard Mitigation Coordinator, or Permit ~~or Office~~-Administrator, when needed.

Minimum Qualifications

1. Must have a valid driver's license.
2. Must be willing to travel throughout Baldwin County.
3. High School Diploma or GED required. College degree preferred.
4. Minimum two (2) years' experience in clerical, administrative, or secretarial field. (Associates degree in business may substitute for one (1) year of experience.)
5. Must be registered as a Certified Permit Technician by the International Building Code Council at time of hire, or within 12 months of hire date.

2.



Baldwin County Commission

Agenda Action Form

File #: 20-1223, **Version:** 1

Item #: BQ3

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Cian Harrison, Clerk Treasurer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Finance Department - Employment of One (1) Junior Staff Accountant

STAFF RECOMMENDATION

Approve the employment of Rhonda Boutwell to fill the open Junior Staff Accountant position (PID #5543) at a salary grade EC-06 (\$37,063.00 annually) to be effective no sooner than July 13, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Junior Staff Accountant position was newly created in April 2020. The Clerk Treasurer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$37,063.00 - budgeted

Budget line item(s) to be used: 51700.5113

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 20-1224, **Version:** 1

Item #: BQ4

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Bay Minette) - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Dillon Anderson to fill the open Laborer position (PID #5487) at a grade E-EL (\$10.781 per hour / \$22,424.48 annually); and
- 2) Approve the employment of Blake Agerton to fill the open Laborer position (PID #5486) at a grade E-EL (\$10.781 per hour / \$22,424.48 annually).

These recommendations will be effective no sooner than July 13, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Laborer positions were vacated in February 2020 and May 2020 due to the termination of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$44,848.96 - budgeted

Budget line item(s) to be used: 53111.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 20-1249, **Version:** 1

Item #: BQ5

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Maintenance Engineering) - Promotion of Employee

STAFF RECOMMENDATION

Approve the promotion of Zachary Bodle from the Design Technician I position (PID #5443) grade I-01 (\$16.019 per hour / \$33,319.52 annually) in the Highway Pre-Construction Department (53600) to fill the open Engineering Technician III position (PID #5180) at a grade K-EL (\$18.856 per hour / \$39,220.48 annually) in the Highway Maintenance Department (53130) to be effective no sooner than July 20, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Engineering Technician III position was vacated in March 2020, due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$39,220.48 - budgeted

Budget line item(s) to be used: 53130.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 20-1221, **Version:** 1

Item #: BQ6

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Traffic Operations) - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Nicholas McCawley from the Traffic Control Technician II (Sign) position (PID #503) grade H-EL (\$14.246 per hour / \$29,631.68 annually) to fill the open Traffic Control Technician III (Sign) position (PID #914) at a grade I-EL (\$15.629 per hour / \$32,508.32 annually) to be effective no sooner than July 20, 2020; and
- 2) Approve the employment of Nathan Lane to fill the open Traffic Control Technician II (Sign) position (PID #5172) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually) to be effective no sooner than July 13, 2020; and
- 4) Approve the employment of Blakley Patterson to fill the open Traffic Control Technician I (Stripe) position (PID #5497) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually) to be effective no sooner than July 13, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: These positions were vacated in 2020, by promotion/transfer of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$89,111.36 - budgeted

Budget line item(s) to be used: 53135.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 20-1214, **Version:** 1

Item #: BQ7

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Revenue Commission - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Ana Gonzalez to fill the open Assessment Support Technician I position (PID #5542) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 2) Approve the employment of Angel Hinote to fill the open Collections Support Technician I position (PID #5338) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually).

These actions will be effective no sooner than June 22, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: These positions were newly created in March 2020. The Revenue Commissioner respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$53,942.72 - budgeted

Budget line item(s) to be used: 51600.5113

If this is not a budgeted expenditure, does the recommendation create a need for funding?
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 #: 20-1232, **Version:** 1

Item #: BQ8

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

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 (Collection Administration) - Employment of One (1) Billing Account Specialist I Position

STAFF RECOMMENDATION

Approve the employment of Rachel White to fill the Billing Account Specialist I position (PID #2082) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually) to be effective no sooner than July 13, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Billing Account Specialist I position was vacated in March 2020, due to the transfer of the previous employee. The Development and Environmental Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$26,971.36 - budgeted

Budget line item(s) to be used: 54801.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 20-1263, **Version:** 1

Item #: BR1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Baldwin County Planning and Zoning Commission - Board Appointment(s)

STAFF RECOMMENDATION

Related to the Baldwin County Planning and Zoning Commission, take the following actions:

- 1) Accept the resignation of Mr. Arthur Oken dated February 28, 2020 and thank Mr. Oken for his prior civic service as a member of the board; and
- 2) Appoint Mr. Jason Padgett as a regular member for a four (4) year pro-rata reduced term, to fill the place-seat and unexpired term formerly held by Mr. Arthur Oken, said term to commence on July 7, 2020, and expire on July 17, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: September 17, 2019

Background: The Baldwin County Planning and Zoning Commission was created by Baldwin County Local Legislative Act, specifically Act No. 91-719 (1991), as amended by Act. No 93-668 (1993), as amended by Act No. 98-665 (1998), as amended by Act No. 2006-609 (2006), as amended by Act No. 2010-719 (2010). The aforementioned Alabama laws are codified at Section 45-2-261 through 45-2-261.18 of the Code of Alabama 1975.

Section 45-2-261.01 of the Code of Alabama 1975 provides that the Planning and Zoning Commission shall be composed as a board of nine (9) regular members and other temporary members appointed by the Baldwin County Commission. All regular members shall be qualified electors and actual residents of Baldwin County; one (1) and only one (1) regular member may be a qualified elector who resides in the corporate limits of a Baldwin County municipality. All regular members shall serve a term of four (4) years each except when filling a vacant place seat (which shall be for the balance of the unexpired term). All temporary members shall serve a one-time term of three (3) years each and represent, respectively and singularly, a new Planning (Zoning) district which elects to come within the planning and zoning authority of the Baldwin County Commission. A temporary member shall be a qualified elector from the new Planning (Zoning) District. In the event of

any vacancy, such vacancy shall be filled by appointment of the Baldwin County Commission.

All members of the Planning and Zoning Commission shall serve without compensation and no member shall be a county officer or employee.

Furthermore, Section 45-2-261.40 of the Code of Alabama 1975 authorizes the Baldwin County Commission to appoint real estate agents or other persons in the field of real estate to the Planning and Zoning Commission; however, such number shall not exceed three (3) members.

Due to the recent resignation of Mr. Arthur Oken, the Baldwin County Planning and Zoning Commission currently has one (1) vacancy. The Planning staff respectfully requests the appointment of Mr. Jason Padgett as a member to fill the place-seat and unexpired term formerly held by Mr. Oken, said term to commence on July 7, 2020, and expire on July 17, 2022. Mr. Oken also resigned from the Board of Adjustment for County Commission District 1. The Board vacancy, however, will be addressed at a later date.

Planning staff has verified that this appointment meets the qualifications to be appointed to the Baldwin County Planning and Zoning 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: Commission Administration Office

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

Send appointment letter to:

Mr. Jason M. Padgett
53689 Highway 59
Stockton, Alabama 36579

Send thank you letter to:

Mr. Arthur J. Oken
500 Spanish Fort Boulevard #8
Spanish Fort, Alabama 36527

Cc:

Vince Jackson

DJ Hart

Additional instructions/notes: N/A

Vince Jackson

From: Arthur J. Oken <okenaj1934@gmail.com>
Sent: Friday, February 28, 2020 1:33 PM
To: Vince Jackson
Subject: Planning and Zoning Commission and Board of Adjustment #1

[CAUTION: External Email]

Dear Vince - this is in follow up of our telephone conversation of this morning.

As I mentioned, as of yesterday (27 February 2020) my residence location and address have changed. I have sold my house at 7490 Blakeley Oaks Drive South, Spanish Fort, AL 36527-9027 (in Baldwin County) and now reside in Westminster Village (500 Spanish Fort Boulevard, #8, Spanish Fort, AL 36527) located within the city of Spanish Fort. I believe that this renders me no longer eligible to serve either (or both) as a member (and vice-chairman) of the County Planning and Zoning Commission and as a member (and chairman) of the Baldwin County District-1 Board of Adjustment.

Accordingly, with the deepest regret, I hereby submit my resignation from both of those bodies. I have very much enjoyed the opportunity to serve Baldwin County over the years as a public official in these capacities and very much appreciate having had the opportunity and experience of working together with the other Planning and Zoning Commissioners and members of the District-1 Board of Adjustment. I will, of course, also very much miss working with the always exceptional members of the Baldwin County Planning and Zoning Department staff - an inspirational group of the finest public servants anyone could ever hope to meet.

Thank you particularly for your unwavering example of leadership, high competence and commitment to public service. Please accept my wishes for your continuing success.

Most appreciatively,
Arthur J. Oken

BALDWIN COUNTY PLANNING AND ZONING COMMISSION

General Board Information:

Appointed by Baldwin County Commission.

Nine (9) regular members and circumstance-driven number of temporary one-time members.

Term of each “regular” member is four (4) years.

Term of a “temporary one-time” member is three (3) years.

All “regular” members must be qualified electors and actual residents of Baldwin County, Alabama.

Only one (1) regular member may reside in a city or town limits (i.e. live in a municipality).

All “temporary one-time” members must be a qualified elector of Baldwin County, Alabama, from the applicable Planning District said citizen represents.

Only three (3) members (of the total membership) may be real estate agents or persons in the field of real estate.

All vacancies filled by appointment of Baldwin County Commission.

All members serve without compensation but are eligible reasonable and necessary expenses.

No member shall be a county officer or employee.

Statutory Authority: Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719.

Other Statutory Authority: Act No. 84-499, as amended by Act No. 2010-719 - Baldwin County Commission may appoint real estate agents or other persons in the field of real estate to the Baldwin County Planning and Zoning Commission, such number shall not to exceed 3 members (regardless of status as a “regular” or “temporary one-time” member) of the Baldwin County Planning and Zoning Commission.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
At-Large BCC District Nominee	Daniel Nance 101 Pinetop Circle East Fairhope, AL 36532 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN THE CITY LIMITS OF DAPHNE NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Reappointed 11/06/2018 term to commence 11/17/2018	4 years	11/17/2022
BCC District 1 Nominee	Nancy Mackey 9180 Dockens Lane Bay Minette, AL 36507 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE	Reappointed 09/03/2019 term to commence on 10/7/2019	4 years	10/07/2023
BCC District 1 Nominee	Arthur Oken 7490 Blakeley Oaks Drive South Spanish Fort, AL 36527 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 07/17/2018 to fill the place seat and expired term formerly held by Michael Tyrone Kaiser, Sr. 07/17/2018 Thanked Michael Tyrone Kaiser, Sr. for his civic service 02/19/2019 Administrative correction: Changed Arthur Oken’s placement from BCC District Nominee 4 to 1	4 years	07/17/2022
BCC District 2 Nominee	Brandon Bias 9102 Parliament Circle Daphne, AL 36526 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 08/07/2018 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Cassie Boatwright 02/19/2019 Administrative correction: Changed Brandon Bias’ placement from BCC District Nominee 1 to 2	4 years	11/01/2021

BALDWIN COUNTY PLANNING AND ZONING COMMISSION – Cont.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
BCC District 2 Nominee	<p>Plumer Tonsmeire 17200-C Scenic Highway 98 Fairhope, AL 36532</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 09/03/2019 for a pro-rata reduced term, to fill the place-seat and unexpired term formerly held by Doug Thomas</p> <p>09/3/2019 Accepted the resignation of Doug Thomas, dated 7/8/2019 and thanked him for his prior civic service</p>	4 years	10/21/2021
BCC District 3 Nominee	<p>Robert Davis 17138 County Road 34 South Summerdale, AL 36580</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 08/20/2019 to fill the place seat and expired term formerly held by Marvin Dewane Hayes, for a pro-rata reduced term</p> <p>08/20/2019 Thanked Marvin Dewane Hayes for his prior civic service</p>	4 years	06/30/2023
BCC District 3 Nominee	<p>Robert S. Davis, Jr. 24795 A County Road 32 Elberta, AL 36530</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Reappointed 05/01/2018 for pro-rata reduced term, continuing from 03/01/2018	4 years	03/01/2022
BCC District 4 Nominee	<p>Bonnie Lowry 9327 State Highway 180 Gulf Shores, AL 36542</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Reappointed 11/21/2017 term continuing 11/16/2017	4 years	11/16/2021
BCC District 4 Nominee	<p>Kevin Murphy 16424 County Road 26 Foley, AL 36535</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Reappointed 11/21/2017 term commencing 12/02/2017	4 years	12/02/2021
	STAFF MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
Staff Member	<p>Vince Jackson, Planning Director Planning Department 22070 Highway 59 Robertsdale, AL 36576 <u>Mailing address:</u> 22251 Palmer Street, Robertsdale, AL 36576</p>			

REVISED: 09/03/2019 met



Baldwin County Commission

Agenda Action Form

File #: 20-1257, **Version:** 1

Item #: BR2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Proposed Planning (Zoning) District 19

STAFF RECOMMENDATION

Accept the notice of intent to form a Planning (Zoning) District and request a referendum for Planning and Zoning purposes for the proposed Planning District to be known as Planning (Zoning) District 19.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Planning and Zoning staff has recently had discussions with citizens representing the Battles Road Preservation Group (BRPG), LLC, pertaining to the formation of a new Planning (Zoning) District and the request for a referendum for Planning and Zoning purposes. The area in question is located south of the City of Fairhope and east of Planning District 26. In addition, the area is currently part of Planning District 17. If approved, the new district would be known as Planning District 19. A map showing the boundaries of the proposed district is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found at Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and are listed as follows:

- 1) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district.
- 2) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff will notify the Judge of Probate.
- 3) The County Commission shall notify the principal party in writing, within 30 days of written notification of intent to request a referendum, that the proposed district is acceptable for planning,

zoning and voting purposes, and shall furnish forms for use in seeking the required signatures.

4) The party or parties will have 120 days to gather the signatures and file the petition. Upon receipt, the County Commission and Judge of Probate will have 45 days to certify or reject the accuracy of the petition. If the number of signatures is not sufficient, the party or parties will have an additional 60 days in which to obtain signatures and have the petition certified.

5) Upon certification, the County Commission shall instruct the Judge of Probate to provide for an election within the district no later than 90 days after certification. If the petition is not certified, a new petition cannot be refiled for two years.

Submission of the attached letter represents the first step in this process. Staff will submit a follow up agenda item for the August 4, 2020, County Commission meeting requesting approval of the proposed Planning District.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? 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: August 4, 2020

Individual(s) responsible for follow up: Planning and Zoning Department

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

Planning and Zoning staff will contact the Judge of Probate in order to ascertain the preliminary number of signatures to call an election. Staff will prepare and submit a follow up agenda item requesting approval of the proposed Planning District for the August 4, 2020, County Commission meeting.

Additional instructions/notes: N/A

BRPG, LLC
P.o. Box 1241
Point Clear, AL 36564

June 22, 2020

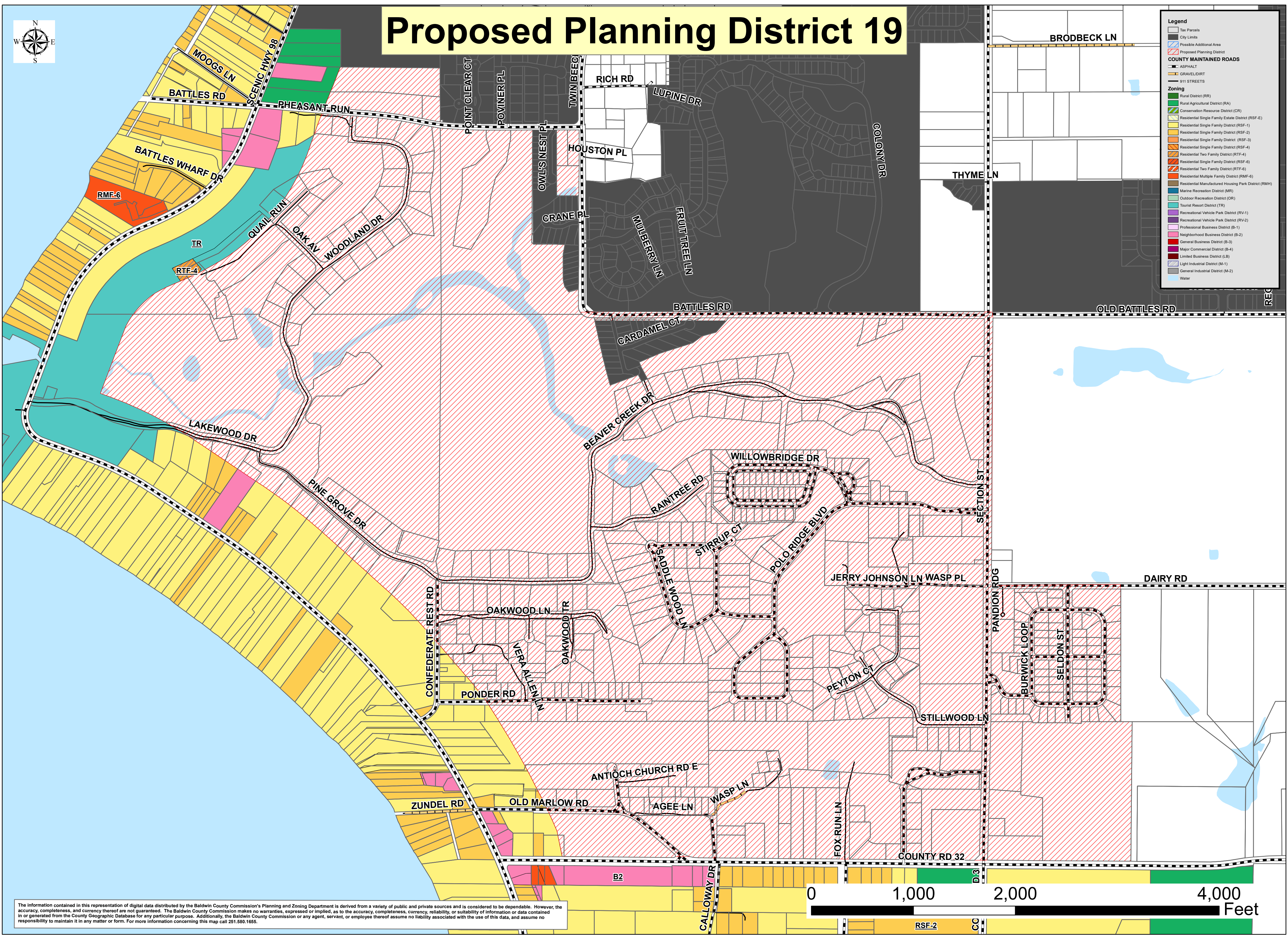
Honorable James E. “Jeb” Bell – District 1
Honorable Joe Davis, III – District 2
Honorable Billie Jo Underwood – District 3
Honorable Charles F. “Skip” Gruber – District 4

Dear Commissioners:

On behalf of a group of interested and concerned residents, I am respectfully informing the Commission of our plans to petition for the formation of a planning district based on Title 45, Chapter 2, Article 26, Part 2 and Subpart 1 of the Code of Alabama. Per our discussions with the county planning department, the proposed district boundaries would be outlined as shown on the attached map. We look forward to hearing from you and working together to develop the criteria and designations of our proposed district.

Regards,

Tracy A. Frost
President
BRPG, LLC



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Laws & Legal Resources.

[View Previous Versions of the Code of Alabama](#)

2019 Code of Alabama

Title 45 - Local Laws.

Chapter 2 - Baldwin County.

Article 26 - Zoning and Planning.

Part 2 - Planning and Zoning Commission.

Division 1 - Establishment.

Section 45-2-261.07 - Procedure for exercising jurisdiction in each district.

Universal Citation: AL Code § 45-2-261.07 (2019)

Section 45-2-261.07

Procedure for exercising jurisdiction in each district.

The Baldwin County Commission shall not exercise its planning and zoning powers and jurisdiction in any district established hereunder until the majority of the qualified electors of the district voting in an election shall have voted their desire to come within the planning and zoning authority of the Baldwin County Commission. The election shall be held if 10 percent of the qualified electors in any district submit a written petition to the county commission expressing a desire to be subject to the planning and zoning jurisdiction of the

Baldwin County Commission under authority of this subpart. For the purposes of the establishment of districts after June 1, 2010, a district shall correspond to a voting precinct or precincts in the county unless the county governing body determines that the use of voting precinct boundaries is not feasible. A party or parties seeking to file a petition shall notify the county governing body in writing that the parties will petition for the formation of a district and the proposed boundaries of the district. The judge of probate within 15 days shall give a preliminary estimate of the number of signatures needed to call the election. The county governing body shall notify the principal party in writing within 30 days of written notification by petitioners of intent to request a referendum, by United States mail, return receipt requested, that the proposed district is acceptable for planning, zoning, and voting purposes and shall furnish forms to the petitioner for use in seeking the number of signatures required to call an election. The parties shall have 120 days thereafter to obtain the necessary signatures and file the petition. The County Commission and the Judge of Probate of Baldwin County shall certify or reject the accuracy of the petition no later than 45 days after receiving the petition. If the number of signatures is not sufficient, the parties shall have another 60 days to complete the petition and have it certified. If the petition is not certified, a petition for the proposed district may not be refiled for two year after the final denial of certification. Upon certification, the county commission shall then instruct the Judge of Probate of Baldwin County to provide for an election within that district no later than 90 days after the certification. Notice of the election shall be published four times during the 30-day period immediately preceding the date of the election in a newspaper of general circulation in Baldwin County. In addition, the county commission shall notify by U.S. mail each elector in a district of the election and the process to obtain additional information. The notification shall state the date of the election and the polling place or places for voting. The judge of probate shall conduct the election. All costs for the notification and election shall be paid from the General Fund of Baldwin County. If a majority of the qualified electors in a district vote in the negative in the election, then the district shall not be subject to the zoning and planning jurisdiction of the Baldwin County Commission, and the qualified electors of the district shall not be eligible to petition for another election until two years from the date of the last election. If a majority of the qualified electors in a district vote in the affirmative, then the district shall be subject to the zoning and planning jurisdiction of the Baldwin County Commission.

(Act 91-719, p. 1389, §8; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1; Act 2010-719, p. 1782, §1.)

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[View Previous Versions of the Code of Alabama](#)

2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.08 - Appointment of advisory committees.

Universal Citation: AL Code § 45-2-261.08 (2019)

Section 45-2-261.08

Appointment of advisory committees.

In each district wherein the qualified electors vote to become subject to the planning and zoning authority of the Baldwin County Commission as provided in Section 45-2-261.07, the Baldwin County Commission shall appoint an advisory committee from that district to work with and assist the planning commission in formulating and developing regulations, ordinances, and zoning measures for the district. Each advisory committee shall consist of five members who shall be qualified electors of the district and who shall reflect as nearly as

practical the diversity of land use in a district. The members of each district advisory committee shall elect a chair. Upon the adoption of zoning ordinances and regulations for the district by the Baldwin County Commission pursuant to the terms of this subpart, the services of the district advisory committee shall terminate and the committee shall be abolished. In any district which is contiguous to one or more municipalities, a member of the municipal planning commission of each contiguous municipality shall serve in an ex officio capacity on the advisory committee.

(Act 91-719, p. 1389, §9; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1.)

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2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.09 - Assessment of uniform zoning fee.

Universal Citation: AL Code § 45-2-261.09 (2019)

Section 45-2-261.09

Assessment of uniform zoning fee.

The county commission may levy upon the owner of any real property located within any planning district in which a majority of the qualified electors have voted in the affirmative in an election described in Section 45-2-261.07, a uniform zoning fee not in excess of ten dollars (\$10) per parcel of real property per year. Upon the levy the Tax Assessor of Baldwin County shall assess the uniform zoning fee on the real property subject to the uniform zoning fee within the planning district. The assessment shall be collected by the Tax

Collector of Baldwin County on annual ad valorem tax bills and non-payment of the assessment shall constitute a lien on the assessed property. The uniform zoning fee shall not be assessed for more than two years. The Tax Collector of Baldwin County shall collect the fee and the proceeds therefrom shall be deposited in the General Fund of Baldwin County to be expended exclusively for the purpose of administering the master plan and zoning and planning ordinances and regulations promulgated under this subpart.

(Act 91-719, p. 1389, §10; Act 98-665, p. 1455, §1.)

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Baldwin County Commission

Agenda Action Form

File #: 20-1259, **Version:** 1

Item #: BR3

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Proposed Planning (Zoning) District 11

STAFF RECOMMENDATION

Accept the notice of intent to form a Planning (Zoning) District and request a referendum for Planning and Zoning purposes for the proposed Planning District to be known as Planning (Zoning) District 11.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Planning and Zoning staff has recently had discussions with citizens residing in an area north of the Town of Magnolia Springs and north of Planning District 20, pertaining to the formation of a new Planning (Zoning) District and the request for a referendum for Planning and Zoning purposes. The area in question is located in southern portions Planning District 14 and Planning District 18. If approved, the new district would be known as Planning District 11. A map showing the boundaries of the proposed district is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found at Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and are listed as follows:

- 1.) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district.
- 2.) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff will notify the Judge of Probate.
- 3.) The County Commission shall notify the principal party in writing, within 30 days of written notification of intent to request a referendum, that the proposed district is acceptable for planning, zoning and voting purposes, and shall furnish forms for use in seeking the required signatures.

4.) The party or parties will have 120 days to gather the signatures and file the petition. Upon receipt, the County Commission and Judge of Probate will have 45 days to certify or reject the accuracy of the petition. If the number of signatures is not sufficient, the party or parties will have an additional 60 days in which to obtain signatures and have the petition certified.

5.) Upon certification, the County Commission shall instruct the Judge of Probate to provide for an election within the district no later than 90 days after certification. If the petition is not certified, a new petition cannot be refiled for two years.

Submission of a letter, as described in item 1, represents the first step in this process. The letter in question is forthcoming and will be provided to the Commission office upon receipt. Planning and Zoning staff will submit a follow up agenda item for the August 4, 2020, County Commission meeting requesting approval of the proposed Planning District.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? 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: August 4, 2020

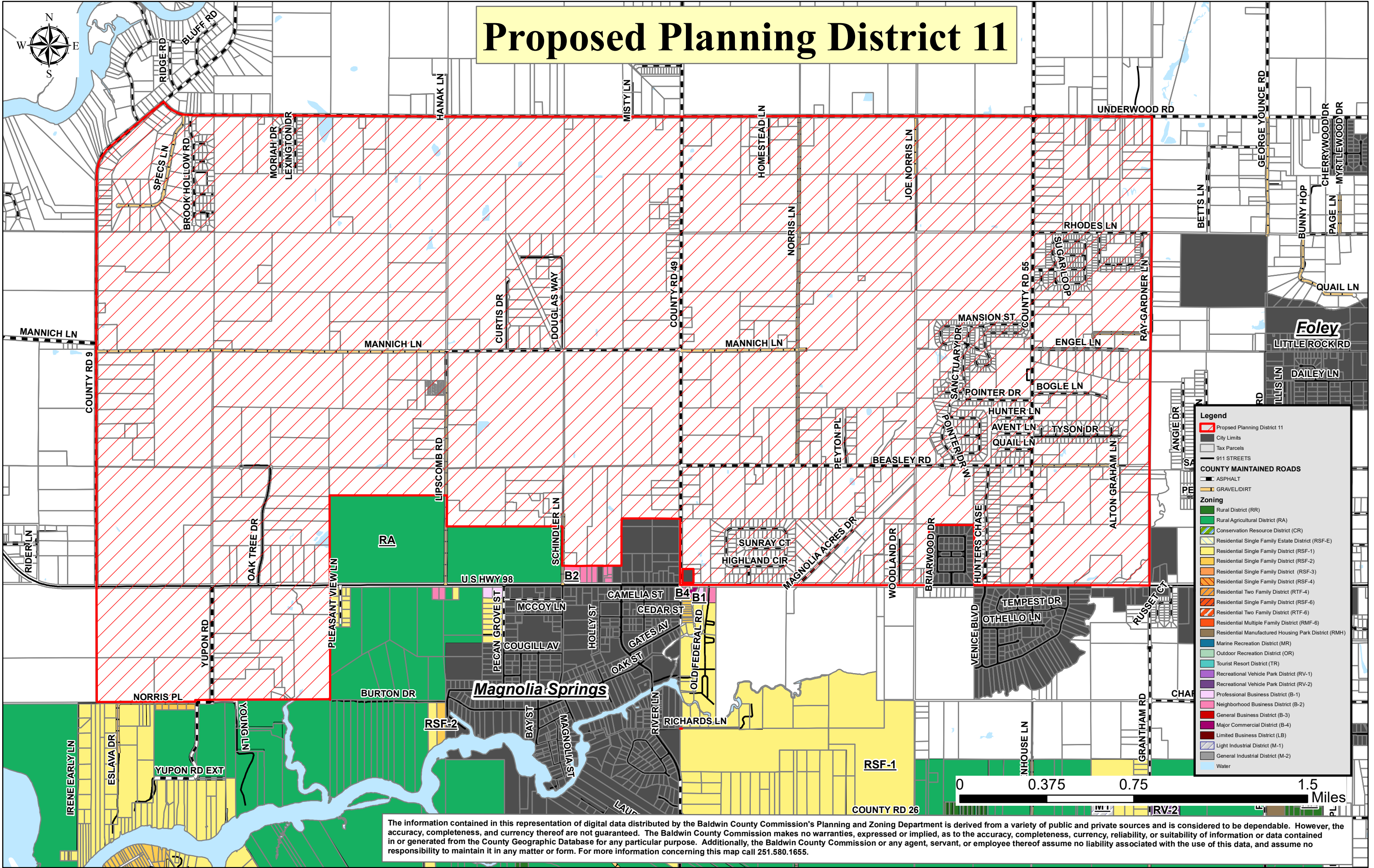
Individual(s) responsible for follow up: Planning and Zoning Department

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

Planning and Zoning staff will contact the Judge of Probate in order to ascertain the preliminary number of signatures to call an election. Staff will prepare and submit a follow up agenda item requesting approval of the proposed Planning District for the August 4, 2020, County Commission meeting.

Additional instructions/notes: N/A

Proposed Planning District 11



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2019 Code of Alabama

Title 45 - Local Laws.

Chapter 2 - Baldwin County.

Article 26 - Zoning and Planning.

Part 2 - Planning and Zoning Commission.

Division 1 - Establishment.

Section 45-2-261.07 - Procedure for exercising jurisdiction in each district.

Universal Citation: AL Code § 45-2-261.07 (2019)

Section 45-2-261.07

Procedure for exercising jurisdiction in each district.

The Baldwin County Commission shall not exercise its planning and zoning powers and jurisdiction in any district established hereunder until the majority of the qualified electors of the district voting in an election shall have voted their desire to come within the planning and zoning authority of the Baldwin County Commission. The election shall be held if 10 percent of the qualified electors in any district submit a written petition to the county commission expressing a desire to be subject to the planning and zoning jurisdiction of the

Baldwin County Commission under authority of this subpart. For the purposes of the establishment of districts after June 1, 2010, a district shall correspond to a voting precinct or precincts in the county unless the county governing body determines that the use of voting precinct boundaries is not feasible. A party or parties seeking to file a petition shall notify the county governing body in writing that the parties will petition for the formation of a district and the proposed boundaries of the district. The judge of probate within 15 days shall give a preliminary estimate of the number of signatures needed to call the election. The county governing body shall notify the principal party in writing within 30 days of written notification by petitioners of intent to request a referendum, by United States mail, return receipt requested, that the proposed district is acceptable for planning, zoning, and voting purposes and shall furnish forms to the petitioner for use in seeking the number of signatures required to call an election. The parties shall have 120 days thereafter to obtain the necessary signatures and file the petition. The County Commission and the Judge of Probate of Baldwin County shall certify or reject the accuracy of the petition no later than 45 days after receiving the petition. If the number of signatures is not sufficient, the parties shall have another 60 days to complete the petition and have it certified. If the petition is not certified, a petition for the proposed district may not be refiled for two year after the final denial of certification. Upon certification, the county commission shall then instruct the Judge of Probate of Baldwin County to provide for an election within that district no later than 90 days after the certification. Notice of the election shall be published four times during the 30-day period immediately preceding the date of the election in a newspaper of general circulation in Baldwin County. In addition, the county commission shall notify by U.S. mail each elector in a district of the election and the process to obtain additional information. The notification shall state the date of the election and the polling place or places for voting. The judge of probate shall conduct the election. All costs for the notification and election shall be paid from the General Fund of Baldwin County. If a majority of the qualified electors in a district vote in the negative in the election, then the district shall not be subject to the zoning and planning jurisdiction of the Baldwin County Commission, and the qualified electors of the district shall not be eligible to petition for another election until two years from the date of the last election. If a majority of the qualified electors in a district vote in the affirmative, then the district shall be subject to the zoning and planning jurisdiction of the Baldwin County Commission.

(Act 91-719, p. 1389, §8; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1; Act 2010-719, p. 1782, §1.)

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2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.08 - Appointment of advisory committees.

Universal Citation: AL Code § 45-2-261.08 (2019)

Section 45-2-261.08

Appointment of advisory committees.

In each district wherein the qualified electors vote to become subject to the planning and zoning authority of the Baldwin County Commission as provided in Section 45-2-261.07, the Baldwin County Commission shall appoint an advisory committee from that district to work with and assist the planning commission in formulating and developing regulations, ordinances, and zoning measures for the district. Each advisory committee shall consist of five members who shall be qualified electors of the district and who shall reflect as nearly as

practical the diversity of land use in a district. The members of each district advisory committee shall elect a chair. Upon the adoption of zoning ordinances and regulations for the district by the Baldwin County Commission pursuant to the terms of this subpart, the services of the district advisory committee shall terminate and the committee shall be abolished. In any district which is contiguous to one or more municipalities, a member of the municipal planning commission of each contiguous municipality shall serve in an ex officio capacity on the advisory committee.

(Act 91-719, p. 1389, §9; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1.)

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2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.09 - Assessment of uniform zoning fee.

Universal Citation: AL Code § 45-2-261.09 (2019)

Section 45-2-261.09

Assessment of uniform zoning fee.

The county commission may levy upon the owner of any real property located within any planning district in which a majority of the qualified electors have voted in the affirmative in an election described in Section 45-2-261.07, a uniform zoning fee not in excess of ten dollars (\$10) per parcel of real property per year. Upon the levy the Tax Assessor of Baldwin County shall assess the uniform zoning fee on the real property subject to the uniform zoning fee within the planning district. The assessment shall be collected by the Tax

Collector of Baldwin County on annual ad valorem tax bills and non-payment of the assessment shall constitute a lien on the assessed property. The uniform zoning fee shall not be assessed for more than two years. The Tax Collector of Baldwin County shall collect the fee and the proceeds therefrom shall be deposited in the General Fund of Baldwin County to be expended exclusively for the purpose of administering the master plan and zoning and planning ordinances and regulations promulgated under this subpart.

(Act 91-719, p. 1389, §10; Act 98-665, p. 1455, §1.)

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Baldwin County Commission

Agenda Action Form

File #: 20-1165, **Version:** 1

Item #: DA1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Case No. LV-20003 - Alcohol License Application for Circle K Stores, Inc. d/b/a Circle K Store #2704391

STAFF RECOMMENDATION

Consider the transfer application of 050 - Retail Beer (Off Premises Only) and 070 - Retail Table Wine (Off Premises Only) licenses from Amtel Petroleum, LLC d/b/a Lillian Express Mart, to Circle K Stores, Inc. d/b/a Circle K Store #2704391, located at 34531 Highway 98 Lillian, Alabama, 36549 and approve the issuance of said licenses by the Alabama Alcoholic Beverage Control (ABC) Board, if the public hearing does not reveal a legitimate reason to deny the application.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

Staff has verified the applicant has a current business license, all sales tax requirements have been satisfied, Health Department approval has been obtained and the Baldwin County Sheriff's Office does not oppose the issuance of this license.

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? Proof of Publication is attached.

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up:

Correspondence to:

State of Alabama ABC Board
c/o Ms. Betty Dean
2715 Gunter Park Drive, West
Montgomery, Alabama 36109

Via email only: betty.dean@abc.alabama.gov

cc:

Deborah Bratton (via email only - dbratton@circlek.com)

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

N/A

Additional instructions/notes: N/A

Victoria Key

From: Victoria Key
Sent: Tuesday, May 26, 2020 1:28 PM
To: 'Bratton, Deborah'
Cc: Anu Gary (AGary@baldwincountyal.gov); Monica English; Miranda N. McKinnon; Tawanda Gulley; Barbara Pate; Victoria Key
Subject: Public Hearing Date for ABC License Case No. LV-20003 - Circle K Stores, Inc. d/b/a Circle K Store 2704391
Attachments: Legal Notice Gulf Coast News - 20180206 Revision.doc

Tracking:	Recipient	Read
	'Bratton, Deborah'	
	Anu Gary (AGary@baldwincountyal.gov)	Read: 5/26/2020 2:19 PM
	Monica English	Read: 5/26/2020 1:38 PM
	Miranda N. McKinnon	
	Tawanda Gulley	
	Barbara Pate	Read: 5/26/2020 1:39 PM
	Victoria Key	Read: 5/26/2020 1:29 PM

INSTRUCTIONS FOR ADVERTISING YOUR PUBLIC HEARING:

1. VERIFY THAT ALL INFORMATION LISTED BELOW IS CORRECT.
2. PRINT OUT THIS EMAIL AND THE ATTACHED LEGAL NOTICE FORM.
3. FILL OUT THE FORM AND TAKE THE EMAIL AND THE COMPLETED FORMS WITH YOU TO THE GULF COAST NEWSPAPERS, LOCATED AT 901 MCKENZIE STREET, FOLEY, ALABAMA. TEL (251) 943-2151.
4. THE ADVERTISEMENT(S) MUST BE PUBLISHED AS FOLLOWS: **ONCE PER WEEK FOR THREE (3) CONSECUTIVE WEEKS PRIOR TO PUBLIC HEARING DATE**

Via Email Only: Deborah Bratton, dbratton@circlek.com

Case Number:	LV-20003 Circle K Stores, Inc. d/b/a Circle K Store 2704391
Location:	34531 Highway 98 Lillian, Alabama 36549
License Type:	050 - Retail Beer (Off Premises Only) 070 – Retail Table Wine (Off Premise s Only)
Public Hearing Date:	July 7, 2020

A **Public Hearing** has been established before the Baldwin County Commission for the above referenced License Application(s) on **July 7, 2020**, at **8:30 AM** in the Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507.

If you have questions regarding this public hearing, please contact the Baldwin County Administration Department (Bay Minette Commission Office) at 251-937-0264.

You must obtain and provide an original proof of publication affidavit from the newspaper office to the County Commission Administration Office in Bay Minette on or before the public hearing date. A copy of the affidavit is not sufficient and could delay your application process. Please be aware that you (or an authorized representative) must appear in person for the public hearing.

If you have any questions, please feel free to contact Administration staff.

Thank you.

Victoria Key

Administrative Support Specialist II
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
Ext. 1869
Email: victoria.key@baldwincountyal.gov

Baldwin County Commission
Location Verification Request
Baldwin County Planning and Zoning Department

Main Office Mailing Address
PO Box 220, Silverhill, AL 36576
Phone: (251) 580-1655 Fax: (251) 580-1656

Main Office Physical Address
22070 Hwy 59, Robertsdale, AL 36567
Phone: (251) 580-1655 Fax: (251) 580-1656

Foley Satellite Courthouse
201 East Section Street, Foley, AL 36535
Phone: (251) 972-8523 Fax: (251) 972-8520

Applicant Information

Name: Circle K Stores Inc. D/B/A: Circle K Store #2704391
Mailing Address: 25 W. Cedar Street, Ste. M
City: Pensacola State: FL Zip code: 32502
Telephone: (850) 549 - 2876 Fax: (850) 470 - 0696 e-mail: manderso@circlek.com

☐ ABC License Application

Site Information

Business Name: Circle K Store #2704391
E-911 Address of Site: 34531 Hwy 98, Lillian, AL 36549
Parcel ID Number: 05- 5 2 - 0 7 - 2 6 - 0 - 0 0 1 - 1 2 1 . 0 0 1

**parcel information must be completed*

Proposed Use: Retail Convenience with Gasoline

**Parcel ID number is listed on property tax receipts, or may be obtained from the Baldwin County Revenue Commission at its web site (www.revcomm.co.baldwin.al.us) or by calling (251) 937-0245.*

Michele Anderson, Real Estate Specialist

03/16/2020

Signature of Applicant

Date

☐ City

☒ County

Please be advised that this location verification is for informational purposes only. Specific uses for the zoning classification should be verified through the Baldwin County Zoning Ordinance and associated maps or through consultation with the Planning and Zoning staff at 580-1655.

Office Use Only

P&Z Verified By: Crystal Rater Date: 3-16-20

Case No. ZV - 200287 ☐ Unzoned ☒ Zoned Zoning Classification: B2

☐ City Limits: _____ Planning District 22

☐ Permitted Use ☐ Not Permitted Use Fire District: Lillian 37

Comments: _____

*Copy to be sent - 850-470-0696
Circle K
c/o Michele Anderson*

BALDWIN COUNTY COMMISSION

CONSENT FOR INSPECTION

I, Mark Slater, the owner or authorized agent for the
owner of the premises located at 34531 Highway 98, Lillian, AL 36549

do hereby consent to the inspection of said premises and the posting of a public notice
sign, by an employee of the Baldwin County Planning Department, Baldwin County,
Alabama, in conjunction with application for an alcohol license, without further
notice. I understand that the public signs are the property of the Baldwin County
Commission and are only to be removed by an employee of the Baldwin County
Commission.

Dated this 19th day of May, 2020.



Signature of Owner or Authorized Agent

850-240-7940

Telephone number

STATE OF ALABAMA

CONTROL NO.
1085688

BALDWIN COUNTY

LICENSE NO.
2009503

ACCOUNT NO.
67032

ISSUED TO:

CIRCLE K
SLATER, MARK
34531 US HWY 98
LILLIAN, AL 36549

LICENSE YEAR

2019-2020

DATE ISSUED

03	03	2020
MO.	DAY	YR.

LICENSE TYPE

STORE LICENSE	
CHAIN STORE LICENSE	X
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:
34531 US HWY 98
LILLIAN, AL 36549

EXPIRES
September 30, 2020
RENEW IN OCTOBER

RL:FS5446

** TRANSFER **

U40 - #1085688 - T3 - P263455 - M1

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0106	GASOLINE STATIONS AND PUMPS (9 add'l pumps)	37.50	1.00	0.00	0.00	0.00	38.50
0053	AUTOMOBILE ACCESSORY DEALERS	7.50	1.00	0.00	0.00	0.00	8.50
0072	CIGARS, CIGARETTES, CHEROOTS, ETC - RETAILERS	3.00	1.00	0.00	0.00	0.00	4.00
069B	CEREAL BEVERAGES, SOFT DRINKS - RETAILERS (on tap)	15.00	1.00	0.00	0.00	0.00	16.00
0134	NEWSSTANDS	7.50	1.00	0.00	0.00	0.00	8.50
0091	DELICATESSEN SHOPS	15.00	1.00	0.00	0.00	0.00	16.00
315B	CHAIN STORE (store number 2)	15.00	1.00	0.00	0.00	0.00	16.00

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter

State Comptroller
Vernon Barnett

Name of Purchaser

Commissioner of Revenue
HARRY D'OLIVE JR

Issuing Authority

Issuing Authority

TOTAL 7.00

MAIL FEE 0.00

TOTAL WITH MAIL FEE 7.00

2020 - 2009503
3/3/2020 11:28:19 AM
U40 - #1085688
T3 - P263455 - M1

CIRCLE K
SLATER, MARK
34531 US HWY 98
LILLIAN, AL 36549

OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA
SHERIFF HUEY HOSS MACK

310 Hand Avenue
Bay Minette, Alabama 36507
(251) 937-0210
Fax (251) 580-1687

TO: Baldwin County Commission

FROM: Anthony Lowery,
Chief Deputy

Date: May 21, 2020

Subject: Alcoholic Beverage License
Circle K Stores Inc.
DBA: Circle K Store 2704391
Location: 34531 Highway 98
Lillian, AL 36549
Mailing: 25 W. Cedar St. Suite M, Pensacola FL 32502

APPLICANT: Mark Jeffrey Slater & Chirayu Dhruvesh Amin

Based on information provided to the Baldwin County Sheriff's Office in the above referenced license application we do not oppose issuance of the license.

AL/BL

Alabama Department of Public Health



FOOD PERMIT

Baldwin

COUNTY

Food Service Establishment
Priority Category 3

FS-5856

PERMIT NUMBER

Circle K Stores, Inc

BUSINESS OWNER OR AUTHORIZED AGENT
IS HEREBY PERMITTED TO MAINTAIN AND OPERATE

Circle K Store # 2704391

ESTABLISHMENT
LOCATED AT

34531 Hwy 98

STREET

Lillian

CITY OR TOWN

36549-

ZIP

THIS PERMIT SIGNIFIES COMPLIANCE ON THE DATE OF ISSUE WITH THE
ALABAMA DEPARTMENT OF PUBLIC HEALTH RULES FOR

Rules for Food Service Sanitation - 420-3-22

PURSUANT TO ALABAMA LAW (SECTION 22-20-5 CODE OF ALABAMA,
1975) AND IS VALID UNTIL PERMIT EXPIRES, IS SUSPENDED OR REVOKED.

03/04/20

Date issued

09/30/20

Expiration Date

Scott Harris, M.D.

Scott Harris, M.D.
State Health Officer

[Signature]

Local or District Health Official

Display for public view - not transferable

ADPH-FLP-102L.10.2017

POWER OF ATTORNEY

BY THIS DOCUMENT IT IS HEREBY ACKNOWLEDGED, that I, Randy Horne, Assistant Secretary of Circle K Stores, Inc., of 25 West Cedar Street, Suite 100, Pensacola, FL 32502 U.S.A., the undersigned do hereby grant a limited and specific power of attorney to Mark Slater, Region Director of Operations, of 25 West Cedar Street, Suite M, Pensacola, FL 32502 U.S.A. as my attorney-in-fact ("Agent")

Said Agent shall have authority and the power to undertake and perform only the following act:

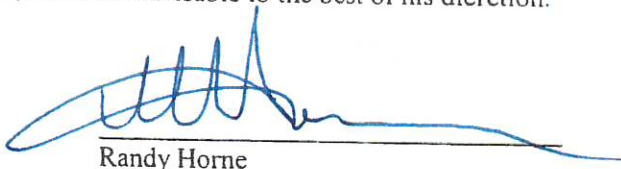
Authorized to sign on behalf of Circle K Stores, Inc. for any permit agreements or license applications with regulatory authorities as they pertain to Circle K Store 2704391, 34531 Hwy 98, Lillian, AL 36549.

This authority shall also include any incidental acts that are reasonably required to carry out and perform the specific authorities herein granted.

This power of attorney shall be effective upon execution. This power of attorney may be revoked by me at any time.

My Agent agrees to this appointment subject to its terms. My Agent agrees to act as my fiduciary and in my best interests, as seems advisable to the best of his discretion.

Signed on March 3, 2020.

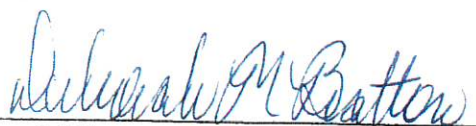


Randy Horne

Acknowledgment

State of Florida)
) ss
County of Escambia)

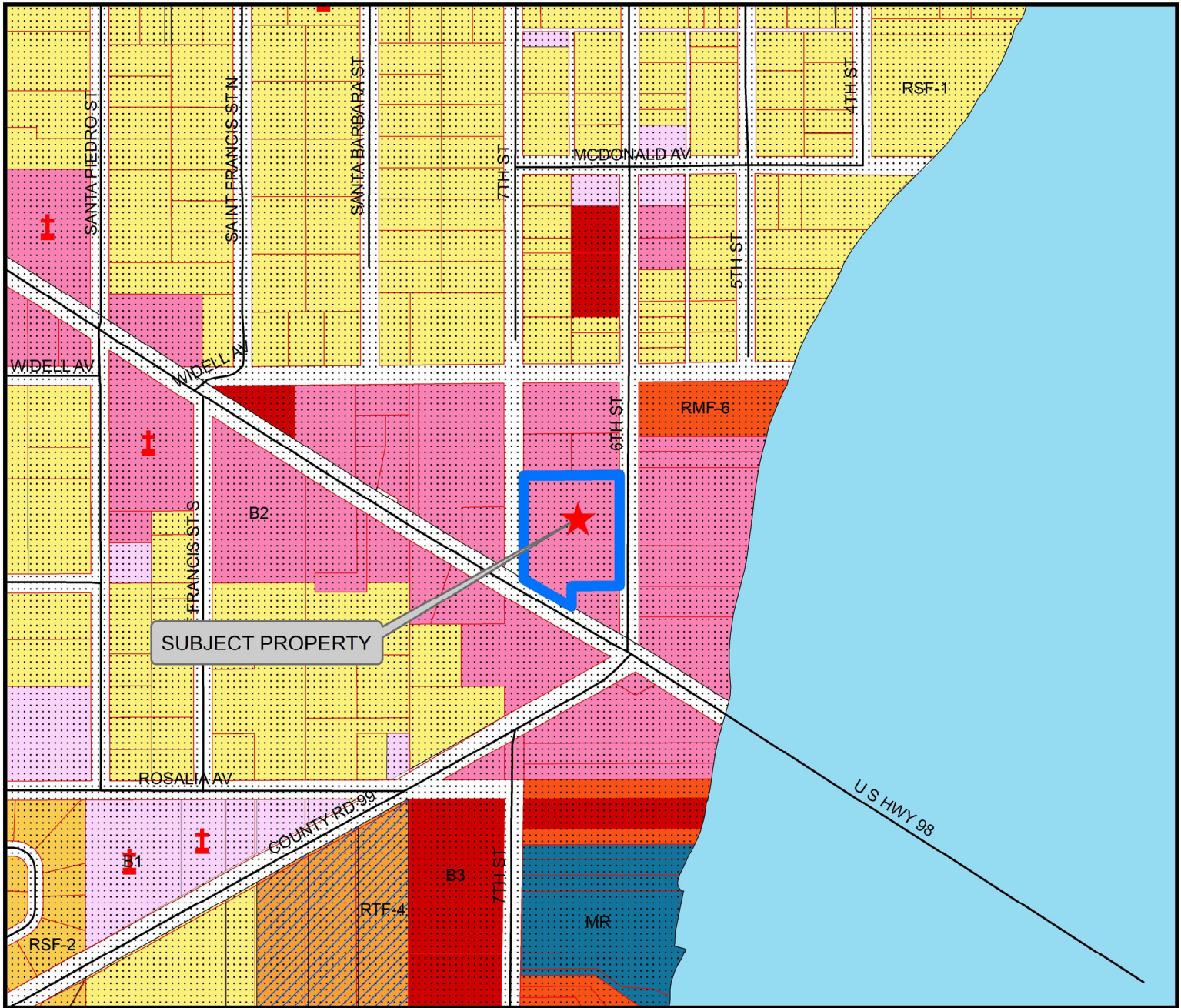
On this 3/3/2020, before me personally appeared Randy Horne, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that Randy Horne executed the same as his free act and deed.



Notary Public



Deborah M. Bratton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG171241
Expires 4/21/2022



BALDWIN COUNTY COMMISSION
PLANNING AND ZONING DEPARTMENT



**CIRCLE K STORES, INC. dba CIRCLE K
STORES 2704391
34531 HIGHWAY 98 LILLIAN, AL 36549
ABC LICENSE**

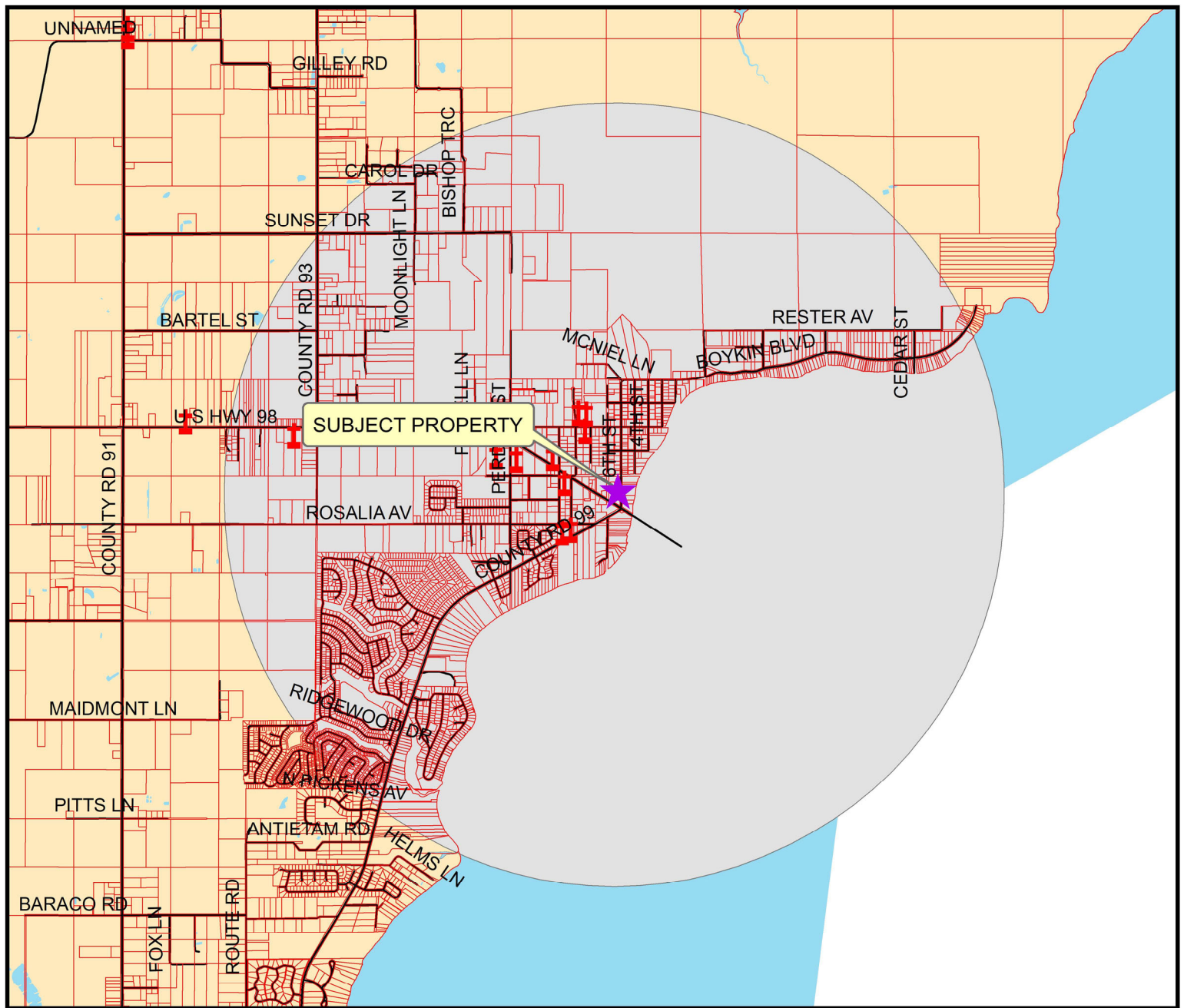
0 255 510 1,020
Feet

Place of Worship	Rural Agricultural District (RA)	Residential Manufactured Housing Park District (RMH)
School Locations	Conservation Resource District (CR)	Marine Recreation District (MR)
Unincorporated Baldwin County	Residential Single Family Estate District (RSF-E)	Outdoor Recreation District (OR)
Roads	Residential Single Family District (RSF-1)	Tourist Resort District (TR)
Water	Residential Single Family District (RSF-2)	Professional Business District (B-1)
City Limits	Residential Single Family District (RSF-3)	Neighborhood Business District (B-2)
Parcels	Residential Single Family District (RSF-4)	General Business District (B-3)
Rural District (RR)	Residential Two Family District (RTF-4)	Major Commercial District (B-4)
	Residential Single Family District (RSF-6)	Light Industrial District (M-1)
	Residential Two Family District (RTF-6)	General Industrial District (M-2)
	Residential Multiple Family District (RMF-6)	

Locator Map



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.

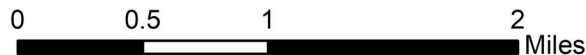


BALDWIN COUNTY COMMISSION
PLANNING AND ZONING DEPARTMENT

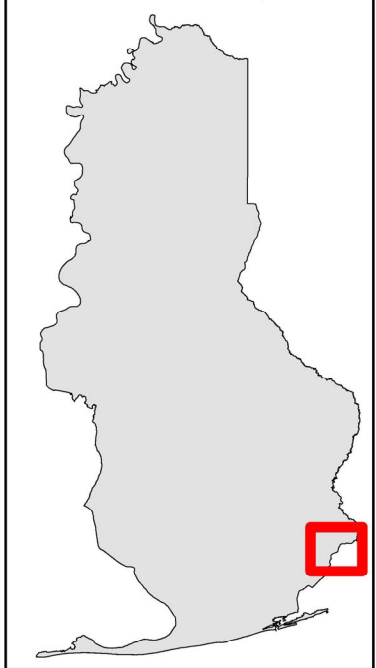


	Place of Worship
	School Locations
	Parcels
	Roads
	2-Mile Buffer
	Export_Output_30

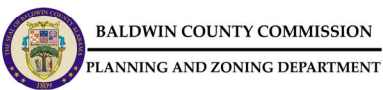
**CIRCLE K STORES, INC. dba CIRCLE K
STORES 2704391
34531 HIGHWAY 98 LILLIAN, AL 36549
ABC LICENSE**







Locator Map

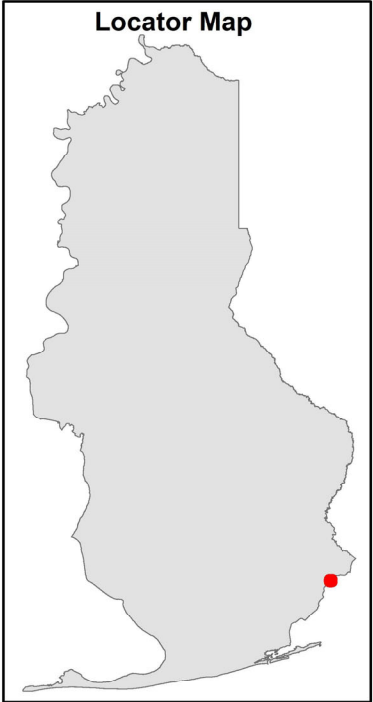
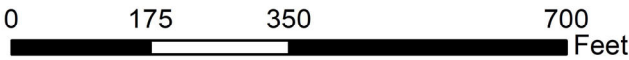


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-  Place of Worship
-  School Locations
-  Roads
-  Parcels

**CIRCLE K STORES, INC. dba CIRCLE K
STORES 2704391
34531 HIGHWAY 98 LILLIAN, AL 36549
ABC LICENSE**



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ALCOHOL BEVERAGE
LICENSE APPLIED FOR
Case Number
LV-20003
For Information Contact
Baldwin County Commission
Administration Department
(251) 937-0264

06/15/2020

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:

06/03/2020, 06/10/2020, 06/17/2020

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 06/17/2020.

CIRCLE K STORES INC. -- LEGAL AC

Acct#: 999966

Ad#: 312312

LL: Circle K Ame Exp Approval #14762197863161

Amount of Ad: \$105.00

Legal File# LL: Circle K

RECEIVED
JUN 22 2020
BY: BP

Legal Notice
Notice of Pending Application
for Approval of Issuance of
Alcoholic Beverage License

Notice is hereby given that Circle K Stores Inc. has requested that the Baldwin County Commission approve the issuance of 050- Retail Beer (Off Premises Only); 070- Retail Table Wine (Off Premises Only) alcoholic beverage license(s) by the Alabama Alcoholic Beverage Control (ABC) Board and that the 7th day of July, 2020 at 8:30 o'clock AM has been set for a public hearing thereof in the Baldwin County Commission Chambers, Baldwin County Administration Building, as located at 322 Courthouse Square, Bay Minette, Alabama 36507.

The name and exact location of the business being Circle K Stores Inc. d/b/a Circle K Store 2704391 located at 34531 Highway 98 Lillian, Alabama 36549.

At the public hearing, any interested person may appear at said time and place to be heard either in support of or in opposition to the granting by the Baldwin County Commission of such approval.

June 3-10-17, 2020



Baldwin County Commission

Agenda Action Form

File #: 20-1243, **Version:** 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

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 \$12,885,688.86 (twelve million, eight hundred eighty-five thousand, six hundred eighty-eight dollars and eighty-six 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, \$9,602,422.81 (nine million, six hundred two thousand, four hundred twenty-two dollars and eighty-one cents) is payable to the Baldwin County Board of Education and \$568,254.44 (five hundred sixty-eight thousand, two hundred fifty-four dollars and forty-four cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

A/P Vendors Exceeding \$20,000
Commission Meeting: July 7, 2020

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. of Education	8,266,786.82	Sales Tax
	1,335,635.99	Use Tax
	244,201.36	Casual Sales Tax; May 2020
	154,046.36	PILT US Fish & Wildlife
Gulf Shores Bd. Of Education	474,684.42	Sales Tax
	93,570.02	Use Tax
	16,893.47	Casual Sales Tax; May 2020
	10,656.68	PILT US Fish & Wildlife
Coastal Alabama Community College	170,167.00	Sales Tax
	791.00	Casual Sales Tax; May 2020
Baldwin Youth Services	69,990.66	Sales Tax
	326.19	Casual Sales Tax; May 2020
District Attorney's Office	81,645.00	FY20; 4th Qtr Appropriation
	80,000.00	Restitution & Recovery
	35,149.19	Casual Sales Tax; May 2020
	20,000.00	\$2.00 Court Cost Fund
	163.10	Casual Sales Tax; May 2020
Baldwin County Economic Development Alliance	95,000.00	FY20; 4th Qtr Appropriation
	28,239.92	Sales Tax
Regions	182,107.78	2020 Lease PBA; July 2020
John G. Walton Const. Co.	236,116.54	Contract Services; Resurfacing
Ammons & Blackmon Construction, Inc.	127,333.17	Resurfacing; Group 2
Mobile Asphalt Co LLC	85,382.01	Road Building Materials
Petroleum Traders Corporation	82,093.74	Fuel
The Bridge, Inc.	78,734.00	Juvenile Court
Symbol Health Solutions, LLC	60,010.10	Medical; County, Sheriff's
Thompson Tractor Co.	55,627.35	Repair & Maintenance; Equipment
Stuart Construction, LLC	50,913.80	Construction Services; Fairhope Satellite Courthouse
B&H Photo & Electronic Corp.	46,021.71	Photo & Video Equipment; Fairhope Satellite Courthouse
City of Mobile Police Department	44,074.58	Video Camera; Sheriff's
Sand & Clay, Inc.	23,939.50	Road Building Materials
Volkert, Inc.	23,253.10	Engineering Services
Pope Contracting, Inc.	22,871.25	Bridge Replacement; Fred Dugger Road
Baldwin County Library Cooperative, Inc.	22,500.00	FY20; 4th Qtr Appropriation
Dewberry Engineers, Inc.	21,786.98	Professional Services
Stone Crosby PC	21,641.31	Legal Services
TOTAL	12,362,354.10	

Baldwin County Commission
Accounts Payable Payments
July 7, 2020

Vendor Summary		Totals
1	A & M PORTABLES INC	4,328.25
2	ACCA LIABILITY SELF INSURANCE FUND	100.00
3	ADAM, WILLIAM A & SHELBY J	21.00
4	ADAMS AND REESE LLP	6,000.00
5	ADORAMA CAMERA INC	179.00
6	ADT SECURITY SERVICES INC	58.89
7	AL JUDICIAL COLLEGE EDUCATION FUND	925.00
8	AL STATE DEPT OF TRANSPORTATION	1,129.93
9	ALABAMA DISTRICT JUDGES ASSN	400.00
10	AMMONS & BLACKMON CONSTRUCTION INC	127,333.17
11	ANIMAL CARE EQUIP & SERVICES	604.47
12	ASHBERRY LANDFILL LLC	78.00
13	ASPLUNDH TREE EXPERT	6,381.55
14	B & L HOOD CLEANING	425.00
15	B&H PHOTO & ELECTRONICS CORP	46,021.71
16	BALDWIN ANIMAL CLINIC PC	1,413.50
17	BALDWIN BONE & JOINT PC	851.77
18	BALDWIN CNTY BOARD OF EDUCATION	10,000,670.53
19	BALDWIN CNTY CATTLE & FAIR ASSN	16,725.50
20	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	123,239.92
21	BALDWIN CNTY JUDGE OF PROBATE	18.00
22	BALDWIN CNTY LIBRARY COOPERATIVE INC	22,500.00
23	BALDWIN CNTY PROBATE COURT	25.00
24	BALDWIN CNTY SHERIFF'S OFFICE	1,742.00
25	BALDWIN CNTY SOLID WASTE	357.50
26	BALDWIN COUNTY VICTORY POLARIS LLC	1,272.83
27	BALDWIN FEED AND SEED LLC	540.00
28	BALDWIN SIGNS	860.00
29	BALDWIN TRACTOR	4,290.92
30	BALDWIN YOUTH SERVICES	70,316.85
31	BARNWELL VFD	556.46
32	BAY IMAGES	70.50
33	BAY MINETTE BUILDING SUPPLY	35.99
34	BAY MINETTE LAND CO	1,000.00
35	BAY MINETTE VFD	556.46
36	BAY PEST CONTROL COMPANY INC.	267.00
37	BAY SIDE RUBBER & PRODUCTS	2,750.91
38	BAYER HEALTHCARE LLC	752.25
39	BEARD EQUIPMENT CO	5,699.12
40	BELFOREST VFD	556.46
41	BLEVINS, PENNY R	32.00
42	BLOCKER, STACEY & ADAM	16.00
43	BLOSSMAN GAS	173.65
44	BLUE SHEET, THE	120.00
45	BOB BARKER CO INC	619.80
46	BON SECOUR VFD	556.46

**Baldwin County Commission
Accounts Payable Payments
July 7, 2020**

	Vendor Summary	Totals
47	BRINK'S INCORPORATED	176.87
48	BROOKS, JANICE H ARMSTRONG	32.00
49	BUILDERS HARDWARE & SUPPLY CO	48.95
50	BURKE, JOYCE	16.00
51	CALHOUN, STEPHANIE	30.00
52	CASCADE ENGINEERING INC	2,698.00
53	CCH, INC	1,380.00
54	CDG ENGINEERS & ASSOCIATES	1,896.25
55	CDW - GOVERNMENT, INC	11,216.54
56	CENTRAL BALDWIN VETERINARY HOSPITAL	325.00
57	CENTRAL GLASS CO	270.00
58	CERTIFIED LABORATORIES	479.68
59	CHUCK STEVENS AUTO INC	710.00
60	CHUCK STEVENS CHEVROLET	459.11
61	CINTAS - UNIFORMS	6,110.60
62	CINTAS FIRST AID & SAFETY	417.92
63	CINTAS LOCATION #211	366.00
64	CITY ELECTRIC SUPPLY	456.10
65	CITY OF MOBILE POLICE DEPARTMENT	44,074.58
66	COASTAL AL COM COLLEGE	170,958.00
67	COASTAL INDUSTRIAL SUPPLY	467.68
68	COCA COLA BOTTLING CO	1,187.20
69	COCKRELL'S BODY SHOP OF ROBERTSDALE	3,832.10
70	COLONY ANIMAL CLINIC	236.74
71	CONVERGE ONE INC	14,876.08
72	COPY PRODUCTS COMPANY	1,223.99
73	CORE COMPUTING SOLUTIONS INC	4,589.30
74	COVENANT SECURITY EQUIPMENT	4,100.00
75	COWIN EQUIPMENT CO	16,034.53
76	COX, DEANNA VICICH	1,650.00
77	COX, MANELL P	69.00
78	CRITTER GITTER PEST CONTROL	125.00
79	CROSSROADS VFD	556.46
80	CULLIGAN WATER SYSTEMS OF MOBILE	56.90
81	DADE PAPER & BAG CO	3,981.60
82	DAIRY FRESH OF AL	408.88
83	DANA SAFETY SUPPLY INC	115.00
84	DANNY'S HYDRAULICS	231.44
85	DAPHNE VFD	556.46
86	DAVISON OIL COMPANY INC	1,628.90
87	DEL CITY - WISCONSIN	94.86
88	DELTA COMPUTER SYSTEMS INC	7,955.00
89	DENNISE WOLSTENHOLME	1,200.00
90	DERM LAB	165.00
91	DEWBERRY ENGINEERS INC	21,786.98
92	DIAGNOSTIC & MEDICAL CLINIC	140.86

Baldwin County Commission
Accounts Payable Payments
July 7, 2020

Vendor Summary		Totals
93	DISTRICT ATTORNEY'S OFFICE	216,957.29
94	DSD SERVICES GROUP LLC	880.00
95	EASTERN SHORE ANIMAL CLINIC	62.00
96	ECONOLODGE INN & SUITES (R)	232.20
97	ELBERTA FARMERS COOPERATIVE	714.78
98	ELBERTA VFD	556.46
99	ELECTION SYSTEMS & SOFTWARE INC	1,785.02
100	ELSANOR VFD	556.46
101	EMPIRE TRUCK SALES INC	289.20
102	ENGLISH, MONICA SHANTA	22.84
103	EQUIPMENT SALES CO	5,273.86
104	ESTATE OF JOHN DOOLEY	16.00
105	EVANS MFG	1,025.00
106	EXPRESS OIL CHANGE -DAPHNE	94.34
107	EXPRESS OIL CHANGE -FOLEY	57.37
108	EXPRESS OIL CHANGE -ROBERTSDALE	210.73
109	FAIRHOPE VFD	556.46
110	FASTENAL	444.19
111	FEDEX	173.60
112	FERGUSON ENTERPRISES INC	132.99
113	FLEETPRIDE	10,768.75
114	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	2,350.00
115	FOLEY VFD	556.46
116	FORT MORGAN VFD	556.46
117	FORTILINE WATERWORKS INC	5,345.80
118	FRANKLIN, RICHARD G	16.00
119	FRANKLIN'S STARTER & ALTERNATOR	155.00
120	G T MICHELLI SCALES	1,977.00
121	GALL'S LLC	451.00
122	GANEY, BRENDA Q	3,433.34
123	GARLAND/DBS INC	7,410.61
124	GARY, ANU K	117.30
125	GATESWOOD VFD	556.46
126	GEOTECHNICAL ENGINEERING TESTING INC	1,187.80
127	GIDDENS, REGINA L	91.77
128	GRAYBAR ELECTRIC CO INC	1,252.26
129	GUARDIAN RFID	286.00
130	GULF CITY BODY & TRAILER WORKS, INC	1,251.83
131	GULF COAST BUILDING SUPPLY	134.20
132	GULF COAST NEWSPAPERS	1,416.96
133	GULF COAST TRUCK & EQUIPMENT CO	2,578.00
134	GULF SHORES BOARD OF EDUCATION	595,804.59
135	GULF SHORES VFD	556.46
136	GULF STATES DISTRIBUTORS	1,028.00
137	GUNNCO PUMP AND CONTROL	968.30
138	HARDY, ANNA MORROW	50.00

**Baldwin County Commission
Accounts Payable Payments
July 7, 2020**

	Vendor Summary	Totals
139	HARPER, EDDIE DEWAYNE	405.00
140	HENDERSON, KENDEL DYETT	120.75
141	HIGHLAND TECHNICAL SERVICES INC	11,980.00
142	HI-LINE	1,112.19
143	HOLLAND'S PAINT & BODY	1,432.70
144	HPFI - HIGH POINT FURNITURE INDUSTRIES	5,446.50
145	HUNNEMEYER, JEFFREY ADAM	21.00
146	HUNTER SECURITY INC	400.00
147	HYDRA SERVICE INC	360.00
148	IMC HOSPITALISTS LLC	2,931.71
149	IMC-EMERGENCY PHYSICIANS	1,129.31
150	INDUSTRIAL BOILER & MECHANICAL COMPANY	1,449.50
151	INFIRMARY OCCUPATIONAL HEALTH PC	708.00
152	INGENUITY INC	3,500.00
153	INTERIOR/EXTERIOR BLDG SUPPLY	161.28
154	J R WILBURN & ASSOCIATES INC	6,189.70
155	J&R SYSTEM INTEGRATION LLC/SECURITY 101	4,118.08
156	JANI KING OF MOBILE	783.91
157	JAZZY CLEAN JANITORIAL	142.00
158	JOHN G WALTON CONST CO	236,116.54
159	JOSEPHINE VFD	556.46
160	KAISERCOMM INC	903.57
161	KENTWOOD SPRINGS WATER	60.16
162	KENWORTH OF ALABAMA	376.38
163	KEY, VICTORIA ASHTON	50.66
164	KILCREAS, JONNIE	32.00
165	KIMBALL MIDWEST	472.20
166	KINGS III OF AMERICA INC	272.79
167	LATIOLAIS, MICHAEL & CYNTHIA	32.00
168	LAZZARI TRUCK REPAIR INC	4,535.24
169	LILLIAN VFD	556.46
170	LILLY COMPANY, THE	195.25
171	LITTLE RIVER FIRE DEPT INC	556.46
172	LOTTIE VFD	556.46
173	LOWE'S - DAPHNE	2,991.83
174	LOWE'S - FOLEY	1,108.45
175	LOXLEY VFD	556.46
176	LUCAS, LOREN BOWMAN	138.00
177	MAC'S AUTOGLASS LLC	740.00
178	MAGNOLIA SPRINGS VFD	556.46
179	MARLOW VFD	556.46
180	MARSHALL & SWIFT/BOECKH LLC	656.20
181	MATHES OF ALABAMA	400.00
182	McGRIFF TIRE CO INC	17,173.59
183	MCKEE FOODS CORP	207.12
184	MCKEE, JEFF	32.00

Baldwin County Commission
Accounts Payable Payments
July 7, 2020

	Vendor Summary	Totals
185	McPHERSON CO	1,072.80
186	MCPHERSON OIL CO INC/DBA FUELMAN	3,433.44
187	MINGLEDORFF'S INC	1,048.00
188	MISSISSIPPI MOSQUITO CONTROL LLC	14,374.00
189	MOBILE ASPHALT CO LLC	85,382.01
190	MOBILE PRESS REGISTER	4,638.79
191	MONTGOMERY ADVERTISER	970.20
192	MORRISON, DYLAN	50.00
193	MOTT MACDONALD CONSULTANTS INC	557.79
194	MOYER FORD SALES INC	124.14
195	MPH INDUSTRIES	212.10
196	MSC INDUSTRIAL DIRECT CO INC	2,996.10
197	MURPHY'S QUALITY HAY, INC.	800.00
198	MWI ANIMAL HEALTH	767.61
199	NAYLOR, PHOENIX FISK	32.00
200	NEX-XOS WORLDWIDE, LLC	5,400.00
201	NORTH BALDWIN INFIRMARY	10,080.80
202	NOTARY PUBLIC UNDERWRITERS	104.50
203	OEC	1,798.56
204	ORANGE BEACH VFD	556.46
205	O'REILLY AUTO PARTS-FIRST CALL	4,828.04
206	OTIS ELEVATOR CO	3,870.00
207	OYSTER BAY VFD	556.46
208	PAM'S EMBROIDERY & SEWING	669.00
209	PARTS HOUSE, THE	443.88
210	PERDIDO BEACH VFD	556.46
211	PERDIDO VFD	556.46
212	PEREGRINE SERVICES INC	395.51
213	PETROLEUM TRADERS CORPORATION	82,093.74
214	PINE GROVE VFD	556.46
215	POPE CONTRACTING INC	22,871.25
216	POWER SYSTEMS OF MS	3,890.00
217	PRECISION SAND PRODUCTS, LLC	3,331.77
218	PRINT SHOP, THE	65.00
219	QCHC INC	364.93
220	QUADIENT LEASING USA, INC.	3,955.77
221	RABUN VFD	556.46
222	RAINWATER, BILL A & JANE	32.00
223	REGIONS BANK CORP TRUST	182,107.78
224	REHM ANIMAL CLINIC AT TIMBER RUN	570.89
225	REPUBLIC SERVICES #986	1,529.42
226	ROBERT M. HOLLINGHEAD	350.42
227	ROBERTSDALE ANIMAL CLINIC	297.00
228	ROBERTSDALE AUTO PARTS INC	1,594.95
229	ROBERTSDALE FEED STORE	1,260.00
230	ROBERTSDALE VFD	556.46

**Baldwin County Commission
Accounts Payable Payments
July 7, 2020**

	Vendor Summary	Totals
231	ROMEO 3'S COLLISION LLC	316.76
232	ROSINTON VFD	556.46
233	ROTO-ROOTER	1,115.00
234	RUFFIN, LORI G	110.00
235	RUSH TRUCK CENTER	2,128.07
236	SAND & CLAY, INC.	23,939.50
237	SANTOS, ANNA M	16.00
238	SCHRAND, RICHARD	32.00
239	SECTION 18 TRANSPORTATION FUND	1,292.76
240	SEMINOLE VFD	556.46
241	SERVICEMASTER ACTION CLEANING	2,195.00
242	SHARKEY, MARIA E	40.99
243	SHARP ELECTRONICS CORPORATION	18,107.93
244	SHORELINE ENVIRONMENTAL INC	100.00
245	SHREEM ENTERPRISES, INC.	1,623.99
246	SILVER, VOIT & THOMPSON	122.50
247	SILVERHILL VFD	556.46
248	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	1,415.92
249	SMITH, CHARLOTTE K	154.00
250	SOFTWARE HOUSE INT	3,001.89
251	SOUTH ALABAMA REGIONAL	16,133.36
252	SOUTHDATA INC	5,587.42
253	SOUTHERN FIRE & SAFETY INC	2,283.00
254	SOUTHERN PIPE & SUPPLY	169.76
255	SOUTHERN TIRE MART	442.12
256	SPANISH FORT VFD	556.46
257	SPIVEY & CO LLC	125.00
258	STAPLES CONTRACT & COMMERCIAL, INC.	13,990.02
259	STAPLETON VFD	556.46
260	STOCKTON EQUIPMENT CO	314.00
261	STOCKTON VFD	556.46
262	STONE CROSBY PC	21,641.31
263	STUART CONSTRUCTION, LLC	50,913.80
264	STYX RIVER VFD	556.46
265	SUMMERDALE VFD	556.46
266	SUNSOUTH LLC	220.63
267	SUPERIOR COLLISION INC	724.55
268	SWEAT TIRE	1,646.14
269	SYMBOL HEALTH SOLUTIONS LLC	60,010.10
270	TENSAW VFD	556.46
271	TESSCO	223.59
272	THE BRIDGE INC	78,734.00
273	THOMPSON TRACTOR CO	55,627.35
274	TINT GUY, THE	1,140.00
275	TONY'S TOWING INC	1,137.50
276	TRANE	11,502.99

**Baldwin County Commission
Accounts Payable Payments
July 7, 2020**

	Vendor Summary	Totals
277	TRIPLE "A" FIRE PROTECTION INC	4,260.00
278	TRUCK EQUIPMENT SALES INC	9,065.95
279	TSA INC	9,540.16
280	TWO-WAY COMMUNICATIONS INC	500.00
281	TYLER TECHNOLOGIES, INC.	2,800.00
282	UNIFORMS AND MORE LLC	61.95
283	UNITED REFRIGERATION	159.80
284	UNIV AUBURN-GOVERNMENTAL SERVICES	1,100.00
285	VOLKERT INC	23,253.10
286	VULCAN SIGNS	6,180.00
287	W W GRAINGER	10,648.54
288	WALTER CRAIG, LLC	337.94
289	WALZ, BRENDA J	98.56
290	WESCO - FOLEY	680.38
291	WESCO DISTRIBUTION - MOBILE	1,833.86
292	WHALEY, STEPHANIE M	16.00
293	WHEAT, ROBERT E	42.00
294	WHITE HOUSE FORKS VFD	556.46
295	WHITE, MARY K	4.51
296	WILLIAMS SCOTSMAN INC	712.68
297	WISE, JODY L	383.33
298	WITTICHEN SUPPLY	265.74
299	WOLFE-BAYVIEW FUNERAL HOMES & CREM, INC.	395.00
300	WOOD FRUITTICHER GROCERY CO INC	1,298.65
301	WRIGHTS MOTOR PARTS INC	630.11
302	XEROX CORP	100.30
303	YORK, BOBBI J	69.00
304	YOUNGBLOOD BARRETT CONSTRUCTION	4,355.00
305	ZACK LONG DIRT PIT	2,782.50
306	ZEE COMPANY, INC.	2,000.00
307	ZEP MANUFACTURING COMPANY	923.96
	Grand Total	12,885,688.86

..... Document				Date	Co.	Name	Address Number	..... Amounts							Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type		
G/L Bank Account 00018481						Cash	Batch Number	2851376	Type	M	Date	6/29/2020	User ID	RBENSON	
PN	9205251			7/7/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	8,266,786.82-					D		
PV	518286	00001	001	6/29/2020		6292020	SALES/USE TAX								
						Cash	00018481						8,266,786.82-	AA	
PN	9205251			7/7/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	1,335,635.99-					D		
PV	518286	00001	002	6/29/2020		6292020	SALES/USE TAX								
						Cash	00018481						1,335,635.99-	AA	
PN	9205251			7/7/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	244,201.36-					D		
PV	518287	00001	001	6/29/2020		5312020	CASUAL SALES TAX; MAY 2020								
						Cash	00018481						244,201.36-	AA	
PN	9205251			7/7/2020	00144	BALDWIN CNTY BOARD OF EDUCATIO	14116	154,046.36-					D		
PV	518288	00144	001	6/29/2020		6102020	PILT US FISH & WILDLIFE								
						Cash	00018481						154,046.36-	AA	
Totals for Bank Account								10,000,670.53-					10,000,670.53-		
Totals for Batch								10,000,670.53-					10,000,670.53-		
User Total								10,000,670.53-					10,000,670.53-		
Grand Total								10,000,670.53-					10,000,670.53-		

Document				Date	Co.	Name	Address Number	Amounts								Tax Amount
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount		G/L		LT	PC	PI	Subledger	Type
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken		Distribution						
G/L Bank Account 00018481						Cash	Batch Number	2851377	Type	M	Date	6/29/2020	User ID	RBENSON		
PN	9205252			7/7/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	474,684.42-							D	
PV	518289	00001	001	6/29/2020		6292020	SALES/USE TAX									
						Cash	00018481					474,684.42-	AA			
PN	9205252			7/7/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	93,570.02-							D	
PV	518289	00001	002	6/29/2020		6292020	SALES/USE TAX									
						Cash	00018481					93,570.02-	AA			
PN	9205252			7/7/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	16,893.47-							D	
PV	518290	00001	001	6/29/2020		5312020	CASUAL SALES TAX; MAY 2020									
						Cash	00018481					16,893.47-	AA			
PN	9205252			7/7/2020	00144	GULF SHORES BOARD OF EDUCATION	191392	10,656.68-							D	
PV	518291	00144	001	6/29/2020		6102020	PILT US FISH & WILDLIFE									
						Cash	00018481					10,656.68-	AA			
Totals for Bank Account								595,804.59-				595,804.59-				
Totals for Batch								595,804.59-				595,804.59-				
User Total								595,804.59-				595,804.59-				
Grand Total								595,804.59-				595,804.59-				

..... Document				Date	Co.	Name	Address Number Amounts								
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount		G/L	LT	PC	PI	Subledger /Type	Tax Amount	
						Account Description	Account Number	Discount Taken		Distribution						
G/L Bank Account			00018481			Cash	Batch Number	2851379	Type	M	Date	6/29/2020	User ID	RBENSON		
PN	9205253			7/7/2020	00304	REGIONS BANK CORP TRUST	123781					182,107.78-		D		
PV	518292	00304	001	6/29/2020		2020 LEASE;JUL'20	2020 LEASE PBA; JULY 2020									
						Cash	00018481					182,107.78-	AA			
Totals for Bank Account										182,107.78-	182,107.78-					
Totals for Batch										182,107.78-	182,107.78-					
User Total										182,107.78-	182,107.78-					
Grand Total										182,107.78-	182,107.78-					

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
8723	ENGLISH, MONICA SHANTA	251 513-5735	00001	22.84			22.84
14006	BLOSSMAN GAS - FOLEY	251 9435759	00001	39.20			39.20
14011	BUILDERS HARDWARE & SUPPLY CO251	9372361PH	00001	37.58			37.58
14084	BOB BARKER CO INC - PO'S		00001	619.80			619.80
14101	BALDWIN CNTY LIBRARY COOPERATI		00001	22,500.00			22,500.00
14132	BALDWIN YOUTH SERVICES		00001	70,316.85			70,316.85
14553	BALDWIN CNTY ECONOMIC DEVELOPMENT	9472445	00001	123,239.92	123,239.92		
21127	DISTRICT ATTORNEY'S OFFICE		00001	81,957.29			81,957.29
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00001	4,590.00			4,590.00
25040	COASTAL AL COM COLLEGE (FAULKN		00001	170,958.00	170,167.00		791.00
27012	GRAYBAR ELECTRIC CO INC **	251 6666600**	00001	1,252.26			1,252.26
27022	GULF COAST NEWSPAPERS		00001	1,416.96			1,416.96
27181	GULF STATES DISTRIBUTORS	800 2237869	00001	225.00			225.00
27263	GALL'S LLC	334 649 3678	00001	451.00	278.00-		729.00
32419	HUNTER SECURITY INC	251 6265112	00001	400.00			400.00
34147	SUPERIOR COLLISION INC	251 9433322	00001	724.55			724.55
40026	NORTH BALDWIN INFIRMARY		00001	10,080.80			10,080.80
40033	MOBILE PRESS REGISTER (ADS)		00001	536.73			536.73
40074	MATHES OF ALABAMA-DAPHNE	251 626 1908	00001	400.00			400.00
40569	NOTARY PUBLIC UNDERWRITERS		00001	104.50			104.50
41646	FEDEX		00001	25.04			25.04
43003	OEC	800 759-3368	00001	285.06			285.06
48928	BALDWIN SIGNS	251 6260572	00001	320.00			320.00
49381	MPH INDUSTRIES **	1-800-835-0690	00001	212.10			212.10
51005	ELECTION SYSTEMS & SOFTWARE IN	800 2924679	00001	1,785.02			1,785.02
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00001	45.58			45.58
54037	SOUTH ALABAMA REGIONAL	334 4336541	00001	13,488.15			13,488.15
54042	SWEAT TIRE - ROBERTSDALE		00001	751.90			751.90
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00001	498.00			498.00
57277	TESSCO - PO	410 4727000	00001	223.59			223.59
58288	TRIPLE "A" FIRE PROTECTION INC	251 6492034	00001	4,155.00			4,155.00
59889	BALDWIN CNTY CATTLE & FAIR ASS		00001	16,725.50			16,725.50
65007	VULCAN SIGNS	334 9431541	00001	90.00			90.00
65091	STONE CROSBY PC **		00001	19,295.71			19,295.71
65234	UNITED REFRIGERATION		00001	159.80			159.80
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00001	27.55			27.55
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	1,759.76			1,759.76
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00001	546.00			546.00
79441	GIDDENS, REGINA L	251 9474057	00001	91.77			91.77
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	5,204.63			5,204.63

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
87716	LOWE'S FOLEY - 057700034	9705307	00001	822.84			822.84
87767	JANI KING OF MOBILE	504 4419700	00001	437.46			437.46
94060	CHUCK STEVENS AUTO INC		00001	640.71			640.71
94932	EXPRESS OIL CHANGE -FOLEY	251 9437524	00001	57.37			57.37
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00001	1,383.68			1,383.68
99320	INFIRMARY OCCUPATIONAL HEALTH	B34 4333781	00001	415.00			415.00
101371	COX, MANELL P	251 6104929	00001	69.00			69.00
101717	BRINK'S INCORPORATED		00001	176.87			176.87
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	10,786.03			10,786.03
103202	WHITE, MARY K	251 9377518	00001	4.51			4.51
105048	BALDWIN CNTY SOLID WASTE	251 9888125	00001	357.50			357.50
105435	CINTAS FIRST AID & SAFETY	251 4437301	00001	116.34			116.34
107086	CITY ELECTRIC SUPPLY - C.E.S.	9291030	00001	280.26			280.26
108880	SPIVEY & CO LLC (BALDWIN TOW		00001	125.00			125.00
109073	EXPRESS OIL CHANGE -DAPHNE	251 6211859	00001	94.34			94.34
111974	WISE, JODY L		00001	383.33			383.33
113371	WITTICHEN SUPPLY-FOLEY	251 9432001PH	00001	195.18			195.18
115852	DADE PAPER & BAG CO	251 9641500	00001	2,907.51			2,907.51
116847	GARY, ANU K	251 9867766	00001	117.30			117.30
118519	WALZ, BRENDA J	251 5804819	00001	98.56			98.56
121216	PEREGRINE SERVICES INC	318 3254762	00001	395.51			395.51
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00001	3,001.89			3,001.89
126181	SILVER, VOIT & THOMPSON		00001	122.50			122.50
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00001	163.56			163.56
136215	DIAGNOSTIC & MEDICAL CLINIC	251 4351330	00001	140.86			140.86
136514	FLOYDS EXHAUST & PERFORMANCE A	9479631	00001	2,350.00			2,350.00
136872	LOWE'S - DAPHNE	6217620	00001	2,062.05			2,062.05
140290	SHARKEY, MARIA E	251 5509409	00001	40.99			40.99
142527	COCKRELL'S BODY SHOP OF ROBERT	9478800	00001	3,832.10			3,832.10
142551	FERGUSON ENTERPRISES INC - DAP	251 6212147	00001	132.99			132.99
143271	JAZZY CLEAN JANITORIAL	251 6220127	00001	142.00			142.00
146114	WOLFE-BAYVIEW FUNERAL HOMES	251 9907775	00001	395.00			395.00
147221	DEL CITY - WISCONSIN	800 6544757	00001	94.86	457.39-		552.25
148777	BALDWIN CNTY PROBATE COURT		00001	25.00			25.00
150287	BAY MINETTE LAND CO		00001	1,000.00			1,000.00
150578	MSC INDUSTRIAL DIRECT CO INC		00001	1,052.65			1,052.65
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIBSON	00001	2,780.29			2,780.29
154499	SOUTHERN PIPE & SUPPLY - FAIRH	251 9900786	00001	83.24			83.24
155011	KAISERCOMM INC	866 6237694	00001	478.57			478.57

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
155037	OTIS ELEVATOR CO		00001	3,870.00				3,870.00	
157294	ADAMS AND REESE LLP	504 5813234	00001	6,000.00				6,000.00	
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	11,219.52				11,219.52	
160506	ADORAMA CAMERA INC	888 5822500	00001	179.00				179.00	
160995	KINGS III OF AMERICA INC	800 3546473	00001	272.79	272.79				
163096	B&H PHOTO & ELECTRONICS CORP	800 9478003	00001	46,021.71	.50-			46,022.21	
166975	TSA INC	205 7339111	00001	8,385.84				8,385.84	
174713	PAM'S EMBROIDERY & SEWING	251 9371393	00001	579.00				579.00	
180302	ASHBERRY LANDFILL LLC	334 493 1250	00001	78.00				78.00	
180505	CHUCK STEVENS CHEVROLET	251 937 1500	00001	459.11				459.11	
180573	DANA SAFETY SUPPLY INC	800 845 0045	00001	115.00				115.00	
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00001	79,733.67	282.76-			80,016.43	
181276	LUCAS, LOREN BOWMAN	251 2691157	00001	138.00				138.00	
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	4,828.04	25.08-			4,853.12	
181787	SHARP ELECTRONICS CORPORATION		00001	11,624.80				11,624.80	
182169	YORK, BOBBI J	251 6549184	00001	69.00				69.00	
182244	COASTAL INDUSTRIAL SUPPLY	251 947 9400	00001	206.85				206.85	
183058	BALDWIN COUNTY VICTORY POLARIS	251 964 2777	00001	138.99				138.99	
183649	REPUBLIC SERVICES #986		00001	1,257.72	49.40-			1,307.12	
184042	DSD SERVICES GROUP LLC		00001	880.00				880.00	
184294	PRINT SHOP, THE	251 937 1772	00001	40.00				40.00	
184800	LILLY COMPANY, THE		00001	195.25				195.25	
185084	POWER SYSTEMS OF MS	228 818 8315	00001	3,890.00				3,890.00	
185396	MAC'S AUTOGLASS LLC	251 228 2744	00001	365.00				365.00	
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	8,354.94				8,354.94	
186165	INTERIOR/EXTERIOR BLDG SUPPLY	251 970 3871	00001	161.28				161.28	
186217	GARLAND/DBS INC		00001	7,410.61	70.39-			7,481.00	
186326	QCHC INC		00001	364.93				364.93	
186622	ROMEO 3'S COLLISION LLC	251 945 7663	00001	316.76				316.76	
186870	BLUE SHEET, THE		00001	120.00				120.00	
187049	INDUSTRIAL BOILER & MECHANICAL	251 629 1117	00001	1,449.50				1,449.50	
187344	CINTAS - UNIFORMS		00001	2,381.37				2,381.37	
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00001	216.00	9.00-			225.00	
187957	KEY, VICTORIA ASHTON	251 599-4600	00001	50.66				50.66	
188260	GUARDIAN RFID	612 382 1355	00001	286.00				286.00	
188437	UNIFORMS AND MORE LLC	251 947 5919	00001	61.95				61.95	
189455	IMC HOSPITALISTS LLC		00001	2,931.71	300.53			2,631.18	
189759	INGENUITY INC		00001	3,500.00				3,500.00	
190029	IMC-EMERGENCY PHYSICIANS		00001	1,129.31				1,129.31	
190131	WALTER CRAIG, LLC	334 612 7044	00001	337.94	.04-			337.98	

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
190884	TYLER TECHNOLOGIES, INC.	800 772 2260	00001	2,800.00			2,800.00
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00001	184.50			184.50
191082	B & L HOOD CLEANING	251 509 9772	00001	425.00			425.00
191106	CONVERGE ONE INC	251 463 6768	00001	14,000.00			14,000.00
191272	BALDWIN BONE & JOINT PC		00001	851.77			851.77
191485	HARPER, EDDIE DEWAYNE	251 923-6618	00001	405.00			405.00
191811	STUART CONSTRUCTION, LLC	251 937 9594	00001	50,913.80			50,913.80
191947	QUADIENT LEASING USA, INC.		00001	3,955.77			3,955.77
191953	BAY IMAGES	251 626 0044	00001	70.50			70.50
192011	HPFI - HIGH POINT FURNITURE IN		00001	5,446.50			5,446.50
192172	ZEE COMPANY, INC.	251 463 8748	00001	2,000.00			2,000.00
192178	CITY OF MOBILE POLICE DEPARTME	251 422 4275	00001	44,074.58			44,074.58
192215	CCH, INC	888 731 3555	00001	1,380.00			1,380.00
192326	SHREEM ENTERPRISES, INC. (R)		00001	1,623.99			1,623.99
192327	ECONOLOGDE INN & SUITES (R)		00001	232.20			232.20
192328	DERM LAB		00001	165.00			165.00
192337	ROBERT M. HOLLINGHEAD (R)		00001	350.42			350.42
192362	HARDY, ANNA MORROW (R)		00001	50.00			50.00
	General Fund		00001	931,875.57	292,807.68		639,067.89
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00103	4.71			4.71
	County Transportation Fund		00103	4.71			4.71
181787	SHARP ELECTRONICS CORPORATION		00104	90.80			90.80
183649	REPUBLIC SERVICES #986		00104	24.70			24.70
	Legislative Del Off Fund		00104	115.50			115.50
40654	MCKEE FOODS CORP		00105	207.12			207.12
58288	TRIPLE "A" FIRE PROTECTION INC	251 6492034	00105	105.00			105.00
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00105	74.10			74.10
102111	DAIRY FRESH OF AL (DOTHAN)	334 7925114	00105	408.88			408.88
135520	WOOD FRUITTICHER GROCERY CO	800 4894550	00105	1,298.65			1,298.65
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00105	1,742.00			1,742.00
158123	TRANE-MOBILE PARTS CENTER	6652939	00105	283.47			283.47
181787	SHARP ELECTRONICS CORPORATION		00105	315.44			315.44
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00105	115.32			115.32
	Juvenile Detention Fac Fund		00105	4,549.98			4,549.98
54037	SOUTH ALABAMA REGIONAL	334 4336541	00106	439.58			439.58
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00106	.61			.61
113371	WITTICHEN SUPPLY-FOLEY	251 9432001PH	00106	70.56			70.56
136872	LOWE'S - DAPHNE	6217620	00106	208.97			208.97
161138	MINGLEDORFF'S INC		00106	874.00			874.00
181787	SHARP ELECTRONICS CORPORATION		00106	269.42			269.42

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
	Baldwin Co Archives Fund		00106	1,863.14		1,863.14
10432	ADT SECURITY SERVICES INC ***		00109	58.89		58.89
14006	BLOSSMAN GAS - FOLEY	251 9435759	00109	75.95		75.95
14044	BALDWIN ANIMAL CLINIC PC		00109	1,413.50	12.00-	1,425.50
25033	EASTERN SHORE ANIMAL CLINIC		00109	62.00		62.00
27714	CENTRAL BALDWIN VETERINARY HOS		00109	325.00		325.00
41726	ANIMAL CARE EQUIP & SERVICES (800 338-2237		00109	604.47	23.54-	628.01
87716	LOWE'S FOLEY - 057700034	9705307	00109	46.38		46.38
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00109	19.08		19.08
105435	CINTAS FIRST AID & SAFETY	251 4437301	00109	73.37		73.37
115852	DADE PAPER & BAG CO	251 9641500	00109	36.81		36.81
154499	SOUTHERN PIPE & SUPPLY - FAIRH	251 9900786	00109	86.52		86.52
181787	SHARP ELECTRONICS CORPORATION		00109	209.14		209.14
185396	MAC'S AUTOGLASS LLC	251 228 2744	00109	375.00		375.00
185594	STAPLES CONTRACT & COMMERCIAL803	333 8496	00109	305.83		305.83
187344	CINTAS - UNIFORMS		00109	499.40		499.40
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00109	150.00		150.00
187808	MISSISSIPPI MOSQUITO CONTROL L	504 366 0084	00109	14,374.00		14,374.00
187817	MWI ANIMAL HEALTH	800 762 4800/2485	00109	767.61		767.61
188882	ROBERTSDALE ANIMAL CLINIC		00109	297.00		297.00
189950	COLONY ANIMAL CLINIC		00109	236.74		236.74
190557	BAYER HEALTHCARE LLC	800 606 3463	00109	752.25		752.25
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00109	17.50		17.50
	Animal Shelter		00109	20,786.44	35.54-	20,821.98
14006	BLOSSMAN GAS - FOLEY	251 9435759	00111	58.50		58.50
14011	BUILDERS HARDWARE & SUPPLY CO251	9372361PH	00111	11.37		11.37
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00111	35.99		35.99
21179	DAVISON OIL COMPANY INC	334 633-4444	00111	1,628.90		1,628.90
25001	ELBERTA FARMERS COOPERATIVE *251	9868103	00111	714.78		714.78
25048	EQUIPMENT SALES CO	251 9375313	00111	5,273.86		5,273.86
27287	GEOTECHNICAL ENGINEERING TEST251	666 7197	00111	1,187.80		1,187.80
40013	MARSHALL & SWIFT/BOECKH LLC		00111	656.20		656.20
40019	MOYER FORD SALES INC	334 9431661	00111	60.35		60.35
40033	MOBILE PRESS REGISTER (ADS)		00111	3,165.61		3,165.61
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	85,382.01	5,105.32-	90,487.33
48268	POPE CONTRACTING INC		00111	22,871.25		22,871.25
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	906.56		906.56
54037	SOUTH ALABAMA REGIONAL	334 4336541	00111	443.78		443.78
54042	SWEAT TIRE - ROBERTSDALE		00111	200.00		200.00
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00111	1,226.88		1,226.88

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
55415	SAND & CLAY, INC.	251 928-4601	00111	23,939.50				23,939.50	
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00111	347.14				347.14	
57071	THOMPSON TRACTOR CO	334 6265100	00111	18,975.06				18,975.06	
64821	DANNY'S HYDRAULICS	334 9701713	00111	231.44				231.44	
65007	VULCAN SIGNS	334 9431541	00111	6,090.00				6,090.00	
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00111	595.74				595.74	
66295	VOLKERT INC **	251 3421070	00111	12,740.18				12,740.18	
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	4,631.73				4,631.73	
87716	LOWE'S FOLEY - 057700034	9705307	00111	37.84				37.84	
87767	JANI KING OF MOBILE	504 4419700	00111	346.45				346.45	
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00111	56.73				56.73	
98597	BALDWIN TRACTOR - PURCHASES	9474171	00111	4,189.08				4,189.08	
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00111	838.11				838.11	
99320	INFIRMARY OCCUPATIONAL HEALTHB34	4333781	00111	100.00				100.00	
100474	AL STATE DEPT OF TRANSPORTATIO		00111	1,129.93				1,129.93	
100861	JOHN G WALTON CONST CO		00111	236,116.54				236,116.54	
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00111	12.25				12.25	
105435	CINTAS FIRST AID & SAFETY	251 4437301	00111	60.35				60.35	
107086	CITY ELECTRIC SUPPLY - C.E.S.	9291030	00111	175.84				175.84	
110162	ZACK LONG DIRT PIT	251 9371441	00111	2,782.50				2,782.50	
111077	ASPLUNDH TREE EXPERT - SAGINAW205	6854000	00111	6,381.55				6,381.55	
120432	HI-LINE - FOR PURCHASE ORDERS		00111	580.47				580.47	
126261	EXPRESS OIL CHANGE -ROBERTSDA251	9472606	00111	47.17				47.17	
127440	MONTGOMERY ADVERTISER **	334 2621611	00111	970.20				970.20	
136872	LOWE'S - DAPHNE	6217620	00111	191.46				191.46	
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	13,906.09	200.00-			14,106.09	
150578	MSC INDUSTRIAL DIRECT CO INC		00111	468.45				468.45	
151634	AMMONS & BLACKMON CONSTRUCTION	6260656	00111	127,333.17				127,333.17	
159556	FASTENAL - SUMMERDALE	9476002	00111	444.19				444.19	
180354	CERTIFIED LABORATORIES **	800 527 9929	00111	335.68				335.68	
181290	WESCO - FOLEY - PO'S	251 424 1550	00111	86.78				86.78	
181787	SHARP ELECTRONICS CORPORATION		00111	2,186.06				2,186.06	
181821	COPY PRODUCTS COMPANY		00111	1,223.99				1,223.99	
183649	REPUBLIC SERVICES #986		00111	98.80				98.80	
184944	PRECISION SAND PRODUCTS, LLC	251 988-1460	00111	3,331.77				3,331.77	
185594	STAPLES CONTRACT & COMMERCIALB03	333 8496	00111	1,491.54				1,491.54	
185685	DEWBERRY ENGINEERS INC	251 990 9950	00111	21,786.98				21,786.98	
187344	CINTAS - UNIFORMS		00111	1,952.02				1,952.02	
187849	MOTT MACDONALD CONSULTANTS INC	343 4366	00111	557.79				557.79	
188064	FORTILINE WATERWORKS INC **	251 945 1177	00111	5,345.80				5,345.80	

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
190650	SOUTHERN TIRE MART	877 786 4681	00111	442.12			442.12
	7 Cent Gasoline Tax Fund		00111	626,382.33	5,305.32		631,687.65
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00120	3,365.00			3,365.00
43003	OEC	800 759-3368	00120	1,513.50			1,513.50
48928	BALDWIN SIGNS	251 6260572	00120	375.00			375.00
54037	SOUTH ALABAMA REGIONAL	334 4336541	00120	1,443.48			1,443.48
94060	CHUCK STEVENS AUTO INC		00120	69.29			69.29
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00120	8.01			8.01
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00120	136.44			136.44
115852	DADE PAPER & BAG CO	251 9641500	00120	136.53			136.53
181787	SHARP ELECTRONICS CORPORATION		00120	488.92			488.92
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00120	2,719.85			2,719.85
	Reappraisal Fund		00120	10,256.02			10,256.02
143	SECTION 18 TRANSPORTATION FUND	251 9370355	00140	1,292.76			1,292.76
10448	A & M PORTABLES INC	251 6790933	00140	115.00			115.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00140	1.70			1.70
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00140	20.46			20.46
166975	TSA INC	205 7339111	00140	1,154.32			1,154.32
181787	SHARP ELECTRONICS CORPORATION		00140	119.89			119.89
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	120.75			120.75
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00140	19.79			19.79
	Council on Aging Fund		00140	2,844.67			2,844.67
19013	CENTRAL GLASS CO		00143	270.00			270.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	393.91			393.91
54037	SOUTH ALABAMA REGIONAL	334 4336541	00143	161.97			161.97
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00143	567.30			567.30
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00143	191.76			191.76
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00143	70.00			70.00
115852	DADE PAPER & BAG CO	251 9641500	00143	203.32			203.32
181787	SHARP ELECTRONICS CORPORATION		00143	317.84			317.84
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00143	116.28			116.28
191271	PARTS HOUSE, THE	251 471 45000	00143	443.88			443.88
	Section 18 Fund		00143	2,736.26			2,736.26
10448	A & M PORTABLES INC	251 6790933	00144	3,688.25			3,688.25
14190	BARNWELL VFD		00144	556.46			556.46
14198	BAY MINETTE VFD		00144	556.46			556.46
14199	BELFOREST VFD		00144	556.46			556.46
14513	BON SECOUR VFD		00144	556.46			556.46
19146	CROSSROADS VFD		00144	556.46			556.46
21094	DAPHNE VFD		00144	556.46			556.46

Supplier		Aging							
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
25112	ELBERTA VFD		00144	556.46				556.46	
25113	ELSANOR VFD		00144	556.46				556.46	
25114	FAIRHOPE VFD		00144	556.46				556.46	
25115	FOLEY VFD		00144	556.46				556.46	
25116	FORT MORGAN VFD		00144	556.46				556.46	
27100	GULF SHORES VFD		00144	556.46				556.46	
36099	JOSEPHINE VFD		00144	556.46				556.46	
39599	LILLIAN VFD		00144	556.46				556.46	
39600	LOXLEY VFD		00144	556.46				556.46	
40173	MAGNOLIA SPRINGS VFD		00144	556.46				556.46	
40174	MARLOW VFD		00144	556.46				556.46	
43020	OYSTER BAY VFD		00144	556.46				556.46	
43021	ORANGE BEACH VFD		00144	556.46				556.46	
48068	PERDIDO VFD		00144	556.46				556.46	
48075	PINE GROVE VFD		00144	556.46				556.46	
48076	PERDIDO BEACH VFD		00144	556.46				556.46	
48928	BALDWIN SIGNS	251 6260572	00144	165.00				165.00	
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	108.40				108.40	
51078	RABUN VFD		00144	556.46				556.46	
51079	ROBERTSDALE VFD		00144	556.46				556.46	
54037	SOUTH ALABAMA REGIONAL	334 4336541	00144	156.40				156.40	
54042	SWEAT TIRE - ROBERTSDALE		00144	20.00				20.00	
54161	STAPLETON VFD		00144	556.46				556.46	
54169	SEMINOLE VFD		00144	556.46				556.46	
54170	SILVERHILL VFD		00144	556.46				556.46	
54171	SPANISH FORT VFD		00144	556.46				556.46	
54172	STOCKTON VFD		00144	556.46				556.46	
54173	STYX RIVER VFD	251 9605030	00144	556.46				556.46	
54174	SUMMERDALE VFD		00144	556.46				556.46	
57090	TENSAW VFD		00144	556.46				556.46	
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00144	6.82				6.82	
66063	WHITE HOUSE FORKS VFD		00144	556.46				556.46	
66295	VOLKERT INC **	251 3421070	00144	10,512.92				10,512.92	
67336	ROSINTON VFD		00144	556.46				556.46	
67862	LOTTIE VFD		00144	556.46				556.46	
95871	GATESWOOD VFD		00144	556.46				556.46	
98597	BALDWIN TRACTOR - PURCHASES	9474171	00144	101.84	11.32-			113.16	
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00144	62.73				62.73	
99320	INFIRMARY OCCUPATIONAL HEALTH	4333781	00144	123.00				123.00	
111464	ACCA LIABILITY SELF INSURANCE		00144	100.00				100.00	

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
115852	DADE PAPER & BAG CO	251 9641500	00144	400.54			400.54
136872	LOWE'S - DAPHNE	6217620	00144	529.35			529.35
146165	BALDWIN FEED AND SEED LLC	9379166	00144	40.00			40.00
147125	STOCKTON EQUIPMENT CO	251 5803811	00144	314.00			314.00
180503	LITTLE RIVER FIRE DEPT INC		00144	556.46			556.46
181424	GULF COAST BUILDING SUPPLY-ACE251	947 7800	00144	112.25			112.25
181787	SHARP ELECTRONICS CORPORATION		00144	32.61			32.61
182244	COASTAL INDUSTRIAL SUPPLY	251 947 9400	00144	191.88			191.88
183649	REPUBLIC SERVICES #986		00144	148.20			148.20
185002	SITEONE LANDSCAPE SUPPLY HOLDI		00144	1,415.92	.03-		1,415.95
187344	CINTAS - UNIFORMS		00144	273.74			273.74
191038	NEX-XOS WORLDWIDE, LLC		00144	5,400.00			5,400.00
	Parks Fund		00144	44,492.87	11.35-		44,504.22
181787	SHARP ELECTRONICS CORPORATION		00146	113.44			113.44
191603	J R WILBURN & ASSOCIATES INC		00146	6,189.70			6,189.70
	Eastern Shore Metro Planning O		00146	6,303.14			6,303.14
27181	GULF STATES DISTRIBUTORS	800 2237869	00154	803.00			803.00
51043	ROBERTSDALE FEED STORE	251 9477786	00154	1,260.00			1,260.00
108898	REHM ANIMAL CLINIC AT TIMBER R 251	9647501	00154	570.89	80.80-		651.69
	Federal Forfeiture Fund		00154	2,633.89	80.80-		2,714.69
43932	EVANS MFG	251 6336008	00165	1,025.00			1,025.00
146165	BALDWIN FEED AND SEED LLC	9379166	00165	500.00			500.00
184292	MURPHY'S QUALITY HAY, INC.		00165	800.00			800.00
	Gulf Mexico EnergySec Act 2006		00165	2,325.00			2,325.00
191646	THE BRIDGE INC	256 546-6324	00180	78,734.00			78,734.00
	State Grants		00180	78,734.00			78,734.00
10448	A & M PORTABLES INC	251 6790933	00510	525.00			525.00
19039	COWIN EQUIPMENT CO - MOBILE	6334020	00510	16,034.53	9.91-		16,044.44
40019	MOYER FORD SALES INC	334 9431661	00510	63.79			63.79
40033	MOBILE PRESS REGISTER (ADS)		00510	936.45			936.45
41646	FEDEX		00510	148.56			148.56
51288	ROTO-ROOTER		00510	1,115.00			1,115.00
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00510	764.15			764.15
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00510	1,697.00			1,697.00
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00510	1,992.00			1,992.00
57071	THOMPSON TRACTOR CO	334 6265100	00510	32,347.11			32,347.11
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00510	500.00			500.00
65091	STONE CROSBY PC **		00510	2,345.60			2,345.60
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00510	1,125.00			1,125.00
80670	WILLIAMS SCOTSMAN INC	653.0510	00510	712.68			712.68

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
84216	W W GRAINGER - FOR PO'S	251 661-1035	00510	641.78			641.78
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00510	56.90			56.90
87716	LOWE'S FOLEY - 057700034	9705307	00510	201.39			201.39
95071	FLEETPRIDE - PO	251 4382489	00510	129.78			129.78
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00510	299.93			299.93
97682	COCA COLA BOTTLING CO-ROBERTSD		00510	593.60			593.60
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00510	391.18			391.18
105435	CINTAS FIRST AID & SAFETY	251 4437301	00510	127.71			127.71
107511	CDG ENGINEERS & ASSOCIATES	334 2229431	00510	1,896.25			1,896.25
113890	HYDRA SERVICE INC		00510	360.00			360.00
115852	DADE PAPER & BAG CO	251 9641500	00510	99.22			99.22
120432	HI-LINE - FOR PURCHASE ORDERS		00510	259.79			259.79
123094	McPHERSON CO (FOR PO)	888- 8027500EXT2	00510	1,072.80	541.44-		1,614.24
128080	KENWORTH OF ALABAMA (PARTS ONL	251 9574000P	00510	61.12-	61.12-		
136354	G T MICHELLI SCALES - PO'S	251 6613656PH	00510	1,977.00			1,977.00
143319	YOUNGBLOOD BARRETT CONSTRUCTION	251 4435682PH	00510	4,355.00			4,355.00
147782	TINT GUY, THE	251 401-2964	00510	1,140.00			1,140.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00510	842.53			842.53
150578	MSC INDUSTRIAL DIRECT CO INC		00510	662.90			662.90
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIBSON	00510	1,337.79			1,337.79
154190	LAZZARI TRUCK REPAIR INC	251 6265121	00510	4,535.24			4,535.24
161138	MINGLEDORFF'S INC		00510	174.00			174.00
180354	CERTIFIED LABORATORIES **	800 527 9929	00510	144.00			144.00
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00510	2,360.07	.81-		2,360.88
181164	CRITTER GITTER PEST CONTROL	850 455-6500	00510	125.00			125.00
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00510	21.95			21.95
181787	SHARP ELECTRONICS CORPORATION		00510	1,021.12			1,021.12
182059	SUNSOUTH LLC	251 943 5091	00510	220.63			220.63
182624	FRANKLIN'S STARTER & ALTERNATOR	251 653 0067	00510	155.00			155.00
183058	BALDWIN COUNTY VICTORY POLARIS	251 964 2777	00510	1,133.84			1,133.84
185351	HOLLAND'S PAINT & BODY		00510	1,432.70			1,432.70
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00510	237.49			237.49
185645	BEARD EQUIPMENT CO - MOBILE		00510	5,699.12	1,936.86-		7,635.98
185973	GULF CITY BODY & TRAILER WORKS		00510	1,251.83			1,251.83
185989	HIGHLAND TECHNICAL SERVICES INC	205 985 4874	00510	11,980.00			11,980.00
187344	CINTAS - UNIFORMS		00510	588.97			588.97
187492	SHORELINE ENVIRONMENTAL INC	251 960 5505	00510	100.00			100.00
188259	GUNNCO PUMP AND CONTROL	770 889 7114	00510	968.30			968.30
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00510	65.00			65.00

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
191106	CONVERGE ONE INC	251 463 6768	00510	876.08			876.08
192092	COVENANT SECURITY EQUIPMENT	866 286 4400	00510	4,100.00			4,100.00
	Solid Waste Fund		00510	113,881.64	2,550.14-		116,431.78
14579	BALDWIN CNTY JUDGE OF PROBATE		00511	18.00			18.00
21127	DISTRICT ATTORNEY'S OFFICE		00511	35,000.00			35,000.00
27242	GULF COAST TRUCK & EQUIPMENT G34	4762744	00511	2,578.00			2,578.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00511	140.50			140.50
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	759.88			759.88
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00511	6,726.81			6,726.81
57071	THOMPSON TRACTOR CO	334 6265100	00511	4,305.18			4,305.18
57327	TONY'S TOWING INC	251 9287334	00511	1,137.50			1,137.50
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00511	289.20			289.20
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00511	612.00			612.00
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	170.40			170.40
95071	FLEETPRIDE - PO	251 4382489	00511	10,638.97			10,638.97
97682	COCA COLA BOTTLING CO-ROBERTSD		00511	593.60			593.60
98634	MCPHERSON OIL CO INC/DBA FUELM&O	2398882	00511	518.20			518.20
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00511	206.49			206.49
105435	CINTAS FIRST AID & SAFETY	251 4437301	00511	40.15			40.15
114420	RUSH TRUCK CENTER - THEODORE	251 4597300	00511	2,128.07			2,128.07
115852	DADE PAPER & BAG CO	251 9641500	00511	197.67			197.67
120432	HI-LINE - FOR PURCHASE ORDERS		00511	271.93			271.93
128080	KENWORTH OF ALABAMA (PARTS ONL	9574000P	00511	437.50			437.50
149690	McGRIFF TIRE CO INC (PO'S ONL		00511	2,424.97	500.00-		2,924.97
150578	MSC INDUSTRIAL DIRECT CO INC		00511	812.10			812.10
158107	KIMBALL MIDWEST - PO	PO ONLY	00511	472.20			472.20
159767	CORE COMPUTING SOLUTIONS INC		00511	4,589.30			4,589.30
170536	SOUTHDATA INC *	251 3437616	00511	5,587.42			5,587.42
181290	WESCO - FOLEY - PO'S	251 424 1550	00511	593.60			593.60
181787	SHARP ELECTRONICS CORPORATION		00511	1,063.99			1,063.99
183314	CASCADE ENGINEERING INC	203 695 1130	00511	2,698.00			2,698.00
185594	STAPLES CONTRACT & COMMERCIAL&O	333 8496	00511	94.11			94.11
187344	CINTAS - UNIFORMS		00511	272.62			272.62
190660	CALHOUN, STEPHANIE (R)		00511	30.00			30.00
192340	ADAM, WILLIAM A & SHELBY J (R)		00511	21.00			21.00
192341	LATOLAIS, MICHAEL & CYNTHIA		00511	32.00			32.00
192342	BROOKS, JANICE H ARMSTRONG (R)		00511	32.00			32.00
192343	KILCREAS, JONNIE (R)		00511	32.00			32.00
192344	FRANKLIN, RICHARD G (R)		00511	16.00			16.00
192345	SANTOS, ANNA M (R)		00511	16.00			16.00

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
192346	BLEVINS, PENNY R (R)		00511	32.00			32.00
192347	NAYLOR, PHOENIX FISK (R)		00511	32.00			32.00
192348	MCKEE, JEFF (R)		00511	32.00			32.00
192349	WHEAT, ROBERT E (R)		00511	42.00			42.00
192350	BURKE, JOYCE (R)		00511	16.00			16.00
192351	WHALEY, STEPHANIE M (R)		00511	16.00			16.00
192352	HUNNEMEYER, JEFFREY ADAM (R)		00511	21.00			21.00
192353	SCHRAND, RICHARD (R)		00511	32.00			32.00
192354	RAINWATER, BILL A & JANE (R)		00511	32.00			32.00
192355	BLOCKER, STACEY & ADAM (R)		00511	16.00			16.00
192356	ESTATE OF JOHN DOOLEY (R)		00511	16.00			16.00
	Solid Waste Collection Fund		00511	85,844.36	500.00-		86,344.36
54042	SWEAT TIRE - ROBERTSDALE		00708	674.24			674.24
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00708	13.67			13.67
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00708	54.87			54.87
174713	PAM'S EMBROIDERY & SEWING	251 9371393	00708	90.00			90.00
181787	SHARP ELECTRONICS CORPORATION		00708	254.46			254.46
182244	COASTAL INDUSTRIAL SUPPLY	251 947 9400	00708	68.95			68.95
184294	PRINT SHOP, THE	251 937 1772	00708	25.00			25.00
185594	STAPLES CONTRACT & COMMERCIAL803	333 8496	00708	534.87			534.87
187344	CINTAS - UNIFORMS		00708	142.48			142.48
192361	MORRISON, DYLAN (R)		00708	50.00			50.00
	Community Corrections		00708	1,908.54			1,908.54
155011	KAISERCOMM INC	866 6237694	00722	425.00			425.00
	Special MV Reg/Title Tech Fund		00722	425.00			425.00
39466	KENTWOOD SPRINGS WATER	18002357873	00740	60.16			60.16
66391	XEROX CORP		00740	100.30			100.30
116169	GANEY, BRENDA Q		00740	3,433.34			3,433.34
153710	ALABAMA DISTRICT JUDGES ASSN		00740	400.00			400.00
180834	COX, DEANNA VICICH		00740	1,650.00			1,650.00
181809	RUFFIN, LORI G		00740	110.00			110.00
183252	AL JUDICIAL COLLEGE EDUCATION		00740	925.00			925.00
185506	SMITH, CHARLOTTE K		00740	154.00			154.00
191743	DENNISE WOLSTENHOLME		00740	1,200.00			1,200.00
	Law Library Fund		00740	8,032.80			8,032.80
21127	DISTRICT ATTORNEY'S OFFICE		00762	20,000.00			20,000.00
	DA \$2.00 Fee Fund		00762	20,000.00			20,000.00
21127	DISTRICT ATTORNEY'S OFFICE		00765	80,000.00			80,000.00
	DA Restitution Recovery Fund		00765	80,000.00			80,000.00
10225	UNIV AUBURN-GOVERNMENTAL SERVICES844	8444782/HALEYCT	00779	1,100.00			1,100.00

..... Supplier .....			..... Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
		R					
	MV Special Training Fund		00779	1,100.00			1,100.00
186451	SYMBOL HEALTH SOLUTIONS LLC		00790	60,010.10			60,010.10
	Self Insurance Trust		00790	60,010.10			60,010.10
	Grand Total(s)		00790	2,107,105.96	284,324.53		1,822,781.43



Baldwin County Commission

Agenda Action Form

File #: 20-1242, **Version:** 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

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 \$4,075,164.24 (four million, seventy-five thousand, one hundred sixty-four dollars and twenty-four 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
July 7, 2020**

Vendor Summary		Totals	Brief Description
1	AKMON INVESTMENT	5,083.35	Land Redemptions
2	AL STATE DEPT OF INDUSTRIAL RELATIONS	1,982.61	Qtrly Unemployment Compensation
3	ALABAMA CHILD SUPPORT PAYMENT CENTER	4,984.79	Payroll
4	ALABAMA POWER CO	60,914.87	Utilities
5	ALABAMA WIDESPREAD HOLDINGS LLC	8,500.00	Land Redemptions
6	AT&T	6,091.35	Telephone
7	AT&T MOBILITY	83.46	Telephone
8	BAKER, HASANA	3,181.35	Land Redemptions
9	BALDWIN CNTY CIRCUIT CLERK	5,000.00	Excess from Land Sale
10	BALDWIN CNTY COMMISSION - BOOTS	40.00	Payroll
11	BALDWIN CNTY COMMISSION - DENTAL 790	24,697.00	Payroll
12	BALDWIN CNTY COMMISSION - HEALTH	543,843.00	Payroll
13	BALDWIN CNTY SHERIFF'S OFFICE	1,572,261.14	Payroll; Sheriff's
14	BALDWIN CNTY SOLID WASTE	8,880.00	Longview Drive PPIN 26709
15	BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
16	BALDWIN EMC	9,036.00	Utilities
17	BLUE CROSS & BLUE SHIELD OF AL	551,091.31	Payroll
18	BRANT, SUE	95.80	Land Redemptions
19	BUZBEE ENTERPRISES, INC	1,791.81	Land Redemptions
20	CANOPY INVESTMENT COMPANY LLC	4,062.91	Land Redemptions
21	CENTURYLINK	5,052.60	Telephone
22	COOK, ANISSA	224.63	Land Redemptions
23	COOK, ROBERT M	158.39	Land Redemptions
24	COOPER, OLLIE G AND CYNTHIA N	1,833.17	Land Redemptions
25	DAVIS, CHRIS	78.00	Refund; Solid Waste
26	DEPARTMENT OF CHILDREN AND FAMILY SVC	387.68	Payroll
27	EUGENE GARY LEDLOW	71.72	Land Redemptions
28	FAIRHOPE, CITY OF	11,282.02	Utilities
29	FLEXIBLE BENEFITS	21,117.46	Payroll
30	FLORIDA, STATE OF DISBURSEMENT	149.89	Payroll
31	FNA 2019-1, LLC	6,624.44	Land Redemptions
32	FOLEY, CITY OF	57.72	Utilities
33	FRONTIER COMMUNICATIONS	65.11	Telephone
34	GOODRICH, SCOTT B & JENNIFER	112.00	Refund; Solid Waste
35	GRAHAM, LUKE	3,520.98	Land Redemptions
36	HANCOCK BANK	5,918.22	Credit Card; May 2020
37	HARBOR COMMUNICATIONS LLC	599.15	Telephone
38	HASTINGS, MELINDA R	359.98	Land Redemptions
39	HOLLOWELL, ASA B	25,028.37	Land Redemptions
40	IRS-TAX PAYMENT	222,765.69	Payroll
41	KEY, DONNVAN	207.11	Land Redemptions
42	KOONTZ, DAVID H	153.83	Land Redemptions
43	LODGE AT GULF STATE PARK, THE	8,999.91	2020 Strategic Plan Conference
44	NANCY M RABY LIVING TRUST	2,331.60	Land Redemptions
45	NATIONWIDE RETIREMENT SOLUTIONS	20,844.50	Payroll
46	NORTH BALDWIN UTILITIES	32,130.45	Utilities
47	NUVIEW IRA FBO DOUGLAS GALE	5,704.43	Land Redemptions

48	O'BRIEN, DANIEL	2,550.42	Payroll
49	OFFICE OF PROSECUTION SERVICES	371.30	Circuit Clerk Fees; May 2020
50	PEIRAF DEFERRED COMPENSATION	3,342.00	Payroll
51	PHILLIPS, HENRY L	128.00	Refund; Solid Waste
52	PINE VALLEY ONE REAL ESTATE LLC	2,256.81	Land Redemptions
53	REID, SR., THOMAS D.	9,500.00	Excess from Land Sale
54	RELIABLE PROPERTIES LLC	403.06	Land Redemptions
55	RETIREMENT SYSTEMS OF AL	266,355.45	Payroll
56	RIDER, PATRICIA	87.00	Refund; Solid Waste
57	RINES, RODNEY	820.63	Land Redemptions
58	RIVIERA UTILITIES	7,259.48	Utilities
59	SILVERHILL, TOWN OF	181.95	Utilities
60	SIMS, BRIAN E	1,184.89	Land Redemptions
61	SNOPL, TIMOTHY S	4,075.62	Land Redemptions
62	SOUTHERN LIGHT LLC / DBA UNITI FIBER	79,706.37	Telephone
63	SPEAKSPACE LLC	41.88	Telephone
64	STONE CROSBY PC	463,000.00	Excess from Land Sale
65	SUNSHINE ASSESTS LLC	2,660.44	Land Redemptions
66	THE FRAZER LANIER CO.	3,608.49	PBA Warrants 2020
67	TUCKER, ANGELA	932.65	Land Redemptions
68	VERIZON WIRELESS	36,678.62	Telephone
69	WESTERFIELD, ZANTAVIA	61.23	Land Redemptions
70	WESTMORELAND PROPERITIES LLC	422.53	Land Redemptions
71	WISE, JODY L CIRCUIT CLERK	628.33	Payroll
Grand Total		4,075,164.24	

Document				Date	Co.	Name	Address Number	Amounts									
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount				G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken				Distribution					
G/L Bank Account 00018481						Cash	Batch Number		2851070	Type	M	Date	6/9/2020	User ID	DGBRYARS		
PN	9205225			6/12/2020	00001	IRS-TAX PAYMENT	54188										30,217.07-
T7	516766	00001	001	6/12/2020		06092085814107	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00001	IRS-TAX PAYMENT	54188										57,484.44-
T7	516767	00001	001	6/12/2020		06092085814108	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00103	IRS-TAX PAYMENT	54188										114.57-
T7	516768	00103	001	6/12/2020		06092085814109	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00103	IRS-TAX PAYMENT	54188										197.94-
T7	516770	00103	001	6/12/2020		06092085814110	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00104	IRS-TAX PAYMENT	54188										315.37-
T7	516771	00104	001	6/12/2020		06092085814111	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00104	IRS-TAX PAYMENT	54188										639.42-
T7	516772	00104	001	6/12/2020		06092085814112	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00105	IRS-TAX PAYMENT	54188										1,946.11-
T7	516773	00105	001	6/12/2020		06092085814113	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00105	IRS-TAX PAYMENT	54188										4,480.56-
T7	516774	00105	001	6/12/2020		06092085814114	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00106	IRS-TAX PAYMENT	54188										200.45-
T7	516775	00106	001	6/12/2020		06092085814115	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00106	IRS-TAX PAYMENT	54188										979.86-
T7	516776	00106	001	6/12/2020		06092085814116	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00109	IRS-TAX PAYMENT	54188										879.11-
T7	516777	00109	001	6/12/2020		06092085814117	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00109	IRS-TAX PAYMENT	54188										2,318.90-
T7	516778	00109	001	6/12/2020		06092085814118	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00111	IRS-TAX PAYMENT	54188										16,852.54-
T7	516779	00111	001	6/12/2020		06092085814119	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00111	IRS-TAX PAYMENT	54188										34,206.26-
T7	516781	00111	001	6/12/2020		06092085814120	636001408	Payroll Taxes									
PN	9205225			6/12/2020	00120	IRS-TAX PAYMENT	54188										5,051.74-

..... Document				Date	Co.	Name	Address Number	Amounts							Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger	/Type	
T7	516782	00120	001	6/12/2020		06092085814121	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00120	IRS-TAX PAYMENT	54188	10,870.54-							
T7	516783	00120	001	6/12/2020		06092085814122	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00140	IRS-TAX PAYMENT	54188	798.45-							
T7	516784	00140	001	6/12/2020		06092085814123	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00140	IRS-TAX PAYMENT	54188	1,848.36-							
T7	516785	00140	001	6/12/2020		06092085814124	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00143	IRS-TAX PAYMENT	54188	2,639.86-							
T7	516786	00143	001	6/12/2020		06092085814125	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00143	IRS-TAX PAYMENT	54188	6,409.28-							
T7	516787	00143	001	6/12/2020		06092085814126	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00144	IRS-TAX PAYMENT	54188	1,202.36-							
T7	516788	00144	001	6/12/2020		06092085814127	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00144	IRS-TAX PAYMENT	54188	3,209.98-							
T7	516789	00144	001	6/12/2020		06092085814128	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00146	IRS-TAX PAYMENT	54188	280.31-							
T7	516790	00146	001	6/12/2020		06092085814129	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00146	IRS-TAX PAYMENT	54188	481.36-							
T7	516792	00146	001	6/12/2020		06092085814130	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00510	IRS-TAX PAYMENT	54188	6,099.46-							
T7	516793	00510	001	6/12/2020		06092085814131	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00510	IRS-TAX PAYMENT	54188	11,038.52-							
T7	516794	00510	001	6/12/2020		06092085814132	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00511	IRS-TAX PAYMENT	54188	6,708.92-							
T7	516795	00511	001	6/12/2020		06092085814133	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00511	IRS-TAX PAYMENT	54188	15,046.64-							
T7	516796	00511	001	6/12/2020		06092085814134	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00740	IRS-TAX PAYMENT	54188	51.73-							
T7	516797	00740	001	6/12/2020		06092085814135	636001408 Payroll Taxes								
PN	9205225			6/12/2020	00740	IRS-TAX PAYMENT	54188	161.26-							

R5504311
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Baldwin County Commission
Manual Payment Journal

6/9/2020 9:48:36
Page - 3

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
T7	516798	00740	001	6/12/2020		06092085814136	636001408 Payroll Taxes							
Totals for Bank Account								222,731.37-						
Totals for Batch								222,731.37-						
User Total								222,731.37-						
Grand Total								222,731.37-						

Baldwin County Commission
Manual Payment Journal

Document Payment				Date Payment	Co. G/L Class	Name Invoice Number	Address Number	Amounts				G/L		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Payment Amount	Discount Taken			Distribution						
G/L Bank Account				00018481		Cash	Batch Number	2851077	Type	M	Date	6/9/2020	User ID	RBENSON				
PN	9205228			6/9/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					279,643.99-					D	
PV	517020	00001	001	6/9/2020		6092020	PAYROLL; 06/12/2020											
						Cash	00018481					279,643.99-	AA					
PN	9205228			6/9/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					148,436.38-					D	
PV	517020	00001	002	6/9/2020		6092020	PAYROLL; 06/12/2020											
						Cash	00018481					148,436.38-	AA					
PN	9205228			6/9/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10					11,697.05-					D	
PV	517020	00001	003	6/9/2020		6092020	PAYROLL; 06/12/2020											
						Cash	00018481					11,697.05-	AA					
PN	9205228			6/9/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					331,703.56-					D	
PV	517020	00001	004	6/9/2020		6092020	PAYROLL; 06/12/2020											
						Cash	00018481					331,703.56-	AA					
PN	9205228			6/9/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					162,120.85-					D	
PV	517020	00001	005	6/9/2020		6092020	PAYROLL; 06/12/2020											
						Cash	00018481					162,120.85-	AA					
PN	9205228			6/9/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10					13,903.53-					D	
PV	517020	00001	006	6/9/2020		6092020	PAYROLL; 06/12/2020											
						Cash	00018481					13,903.53-	AA					
Totals for Bank Account												947,505.36-	947,505.36-					
Totals for Batch												947,505.36-	947,505.36-					
User Total												947,505.36-	947,505.36-					

R5504311
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Baldwin County Commission
Manual Payment Journal

6/9/2020 12:24:05
Page - 2

..... Document				Date	Co.	Name	Address Number Amounts							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
Grand Total								947,505.36-	947,505.36-						

Number	Supplier		Co	Aging			
	Name	Phone Number		Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	4,797.14	4,797.14		
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,382.25	3,382.25		
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	577.85	577.85		
112221	WISE, JODY L CIRCUIT CLERK		00001	50.00	50.00		
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,405.50	4,405.50		
184047	O'BRIEN, DANIEL		00001	368.30	368.30		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	168,346.00	168,346.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00001	10.00	10.00		
	General Fund		00001	181,937.04	181,937.04		
40627	NATIONWIDE RETIREMENT SOLUTION		00103	30.00	30.00		
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00103	1,240.00	1,240.00		
	County Transportation Fund		00103	1,304.00	1,304.00		
180373	BALDWIN CNTY COMMISSION - DENT		00104	57.00	57.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00104	2,273.00	2,273.00		
	Legislative Del Off Fund		00104	2,330.00	2,330.00		
717	FLEXIBLE BENEFITS	251 9370264	00105	217.14	217.14		
40627	NATIONWIDE RETIREMENT SOLUTION		00105	128.00	128.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	433.19	433.19		
180373	BALDWIN CNTY COMMISSION - DENT		00105	451.50	451.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00105	16,110.00	16,110.00		
	Juvenile Detention Fac Fund		00105	17,339.83	17,339.83		
717	FLEXIBLE BENEFITS	251 9370264	00106	79.17	79.17		
180373	BALDWIN CNTY COMMISSION - DENT		00106	88.00	88.00		
184047	O'BRIEN, DANIEL		00106	252.92	252.92		
186456	BALDWIN CNTY COMMISSION - HEAL		00106	2,959.00	2,959.00		
	Baldwin Co Archives Fund		00106	3,379.09	3,379.09		
717	FLEXIBLE BENEFITS	251 9370264	00109	12.50	12.50		
40627	NATIONWIDE RETIREMENT SOLUTION		00109	125.00	125.00		
180373	BALDWIN CNTY COMMISSION - DENT		00109	171.00	171.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00109	6,627.00	6,627.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00109	25.00	25.00		
	Animal Shelter		00109	6,960.50	6,960.50		
717	FLEXIBLE BENEFITS	251 9370264	00111	1,929.93	1,929.93		
40627	NATIONWIDE RETIREMENT SOLUTION		00111	4,960.00	4,960.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	640.75	640.75		
112221	WISE, JODY L CIRCUIT CLERK		00111	149.41	149.41		
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,911.00	2,911.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00111	115,253.00	115,253.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00111	30.00-	30.00-		

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84		
	7 Cent Gasoline Tax Fund		00111	126,007.93	126,007.93		
717	FLEXIBLE BENEFITS	251 9370264	00120	946.68	946.68		
40627	NATIONWIDE RETIREMENT SOLUTION		00120	890.00	890.00		
180373	BALDWIN CNTY COMMISSION - DENT		00120	827.00	827.00		
184047	O'BRIEN, DANIEL		00120	337.84	337.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	34,025.00	34,025.00		
	Reappraisal Fund		00120	37,026.52	37,026.52		
717	FLEXIBLE BENEFITS	251 9370264	00140	214.60	214.60		
180373	BALDWIN CNTY COMMISSION - DENT		00140	244.00	244.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	8,488.00	8,488.00		
	Council on Aging Fund		00140	8,946.60	8,946.60		
717	FLEXIBLE BENEFITS	251 9370264	00143	585.46	585.46		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	210.00	210.00		
180373	BALDWIN CNTY COMMISSION - DENT		00143	704.00	704.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	25,781.00	25,781.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00143	35.00	35.00		
	Section 18 Fund		00143	27,315.46	27,315.46		
717	FLEXIBLE BENEFITS	251 9370264	00144	20.84	20.84		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	135.00	135.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	222.92	222.92		
180373	BALDWIN CNTY COMMISSION - DENT		00144	301.00	301.00		
184047	O'BRIEN, DANIEL		00144	175.39	175.39		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	12,797.00	12,797.00		
	Parks Fund		00144	13,652.15	13,652.15		
717	FLEXIBLE BENEFITS	251 9370264	00146	83.34	83.34		
180373	BALDWIN CNTY COMMISSION - DENT		00146	68.00	68.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	2,480.00	2,480.00		
	Eastern Shore Metro Planning O		00146	2,631.34	2,631.34		
717	FLEXIBLE BENEFITS	251 9370264	00510	775.64	775.64		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	169.50	169.50		
180373	BALDWIN CNTY COMMISSION - DENT		00510	688.00	688.00		
184047	O'BRIEN, DANIEL		00510	140.76	140.76		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	28,880.00	28,880.00		
	Solid Waste Fund		00510	30,653.90	30,653.90		
717	FLEXIBLE BENEFITS	251 9370264	00511	833.79	833.79		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	305.00	305.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	696.00	696.00		
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,291.00	1,291.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00511	48,091.00	48,091.00		

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
Solid Waste Collection Fund			00511	51,216.79	51,216.79		
Grand Total(s)			00511	510,701.15	510,701.15		

Document				Date	Co.	Name	Address Number	Amounts										
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken			G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount		
G/L Bank Account				00018481		Cash	Batch Number	2851082	Type	M	Date	6/9/2020	User ID	189171				
PN	9205229			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,914.00-			D			
PV	517021	00790	001	6/9/2020		42257 998 6052020	6/1-6/5/20											
						Cash	00018481					1,914.00-		AA				
PN	9205229			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					160.00-			D			
PV	517021	00790	002	6/9/2020		42257 998 6052020	6/1-6/5/20											
						Cash	00018481					160.00-		AA				
PN	9205229			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,151.40-			D			
PV	517021	00790	003	6/9/2020		42257 998 6052020	6/1-6/5/20											
						Cash	00018481					1,151.40-		AA				
PN	9205229			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					387.05-			D			
PV	517021	00790	004	6/9/2020		42257 998 6052020	6/1-6/5/20											
						Cash	00018481					387.05-		AA				
PN	9205229			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					25,905.10-			D			
PV	517021	00790	005	6/9/2020		42257 998 6052020	6/1-6/5/20											
						Cash	00018481					25,905.10-		AA				
PN	9205229			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,516.03-			D			
PV	517021	00790	006	6/9/2020		42257 998 6052020	6/1-6/5/20											
						Cash	00018481					1,516.03-		AA				
PN	9205229			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					46.91-			D			
PV	517021	00790	007	6/9/2020		42257 998 6052020	6/1-6/5/20											
						Cash	00018481					46.91-		AA				
PN	9205230			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,451.80-			D			
PV	517022	00790	001	6/9/2020		42257 999 6052020	6/1-6/5/20											

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		1,451.80-	AA				
PN	9205230			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,611.00-					D	
PV	517022	00790	002	6/9/2020		42257 999 6052020	6/1-6/5/20							
						Cash	00018481		3,611.00-	AA				
PN	9205230			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	132.00-					D	
PV	517022	00790	003	6/9/2020		42257 999 6052020	6/1-6/5/20							
						Cash	00018481		132.00-	AA				
PN	9205230			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	294.50-					D	
PV	517022	00790	004	6/9/2020		42257 999 6052020	6/1-6/5/20							
						Cash	00018481		294.50-	AA				
PN	9205230			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	181.00-					D	
PV	517022	00790	005	6/9/2020		42257 999 6052020	6/1-6/5/20							
						Cash	00018481		181.00-	AA				
PN	9205230			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	680.44-					D	
PV	517022	00790	006	6/9/2020		42257 999 6052020	6/1-6/5/20							
						Cash	00018481		680.44-	AA				
PN	9205230			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	108,043.64-					D	
PV	517022	00790	007	6/9/2020		42257 999 6052020	6/1-6/5/20							
						Cash	00018481		108,043.64-	AA				
PN	9205230			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	8,926.30-					D	
PV	517022	00790	008	6/9/2020		42257 999 6052020	6/1-6/5/20							
						Cash	00018481		8,926.30-	AA				
PN	9205230			6/9/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	304.65-					D	
PV	517022	00790	009	6/9/2020		42257 999 6052020	6/1-6/5/20							

..... Document				Date	Co.	Name	Address Number	Amounts						Tax Amount
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
						Cash	00018481		304.65-	AA				
Totals for Bank Account								154,705.82-	31,080.49-					
Totals for Batch								154,705.82-	31,080.49-					
User Total								154,705.82-	31,080.49-					
Grand Total								154,705.82-	31,080.49-					

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	100.00	100.00		
40627	NATIONWIDE RETIREMENT SOLUTION		00001	125.00	125.00		
180373	BALDWIN CNTY COMMISSION - DENT		00001	272.00	272.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	5,724.00	5,724.00		
	General Fund		00001	6,221.00	6,221.00		
Grand Total(s)			00001	6,221.00	6,221.00		

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		140.18-	AA				
PN	9205233			6/10/2020	00001	RETIREMENT SYSTEMS OF AL	51059	37,769.06-					D	
T7	516996	00001	001	6/12/2020		0609208581480	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		37,769.06-	AA				
PN	9205233			6/10/2020	00001	RETIREMENT SYSTEMS OF AL	51059	13,550.14-					D	
T7	516997	00001	001	6/12/2020		0609208581481	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		13,550.14-	AA				
PN	9205233			6/10/2020	00103	RETIREMENT SYSTEMS OF AL	51059	176.59-					D	
T7	516998	00103	001	6/12/2020		0609208581482	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		176.59-	AA				
PN	9205233			6/10/2020	00104	RETIREMENT SYSTEMS OF AL	51059	169.58-					D	
T7	516999	00104	001	6/12/2020		0609208581483	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		169.58-	AA				
PN	9205233			6/10/2020	00104	RETIREMENT SYSTEMS OF AL	51059	369.74-					D	
T7	517000	00104	001	6/12/2020		0609208581484	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		369.74-	AA				
PN	9205233			6/10/2020	00105	RETIREMENT SYSTEMS OF AL	51059	3,257.18-					D	
T7	517001	00105	001	6/12/2020		0609208581485	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		3,257.18-	AA				
PN	9205233			6/10/2020	00105	RETIREMENT SYSTEMS OF AL	51059	953.57-					D	
T7	517002	00105	001	6/12/2020		0609208581486	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		953.57-	AA				
PN	9205233			6/10/2020	00106	RETIREMENT SYSTEMS OF AL	51059	367.03-					D	
T7	517003	00106	001	6/12/2020		0609208581487	AP PR PPE 5/24 INTRM, 6/7&10							

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		367.03-	AA				
PN	9205233			6/10/2020	00106	RETIREMENT SYSTEMS OF AL	51059	486.54-					D	
T7	517004	00106	001	6/12/2020		0609208581488	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		486.54-	AA				
PN	9205233			6/10/2020	00109	RETIREMENT SYSTEMS OF AL	51059	389.19-					D	
T7	517005	00109	001	6/12/2020		0609208581489	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		389.19-	AA				
PN	9205233			6/10/2020	00109	RETIREMENT SYSTEMS OF AL	51059	1,471.75-					D	
T7	517007	00109	001	6/12/2020		0609208581490	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		1,471.75-	AA				
PN	9205233			6/10/2020	00111	RETIREMENT SYSTEMS OF AL	51059	20,061.02-					D	
T7	517008	00111	001	6/12/2020		0609208581491	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		20,061.02-	AA				
PN	9205233			6/10/2020	00111	RETIREMENT SYSTEMS OF AL	51059	10,220.72-					D	
T7	517009	00111	001	6/12/2020		0609208581492	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		10,220.72-	AA				
PN	9205233			6/10/2020	00120	RETIREMENT SYSTEMS OF AL	51059	6,759.18-					D	
T7	517010	00120	001	6/12/2020		0609208581493	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		6,759.18-	AA				
PN	9205233			6/10/2020	00120	RETIREMENT SYSTEMS OF AL	51059	2,957.20-					D	
T7	517011	00120	001	6/12/2020		0609208581494	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		2,957.20-	AA				
PN	9205233			6/10/2020	00140	RETIREMENT SYSTEMS OF AL	51059	1,500.99-					D	
T7	517012	00140	001	6/12/2020		0609208581495	AP PR PPE 5/24 INTRM, 6/7&10							

..... 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		1,500.99-	AA				
PN	9205233			6/10/2020	00140	RETIREMENT SYSTEMS OF AL	51059	202.67-					D	
T7	517013	00140	001	6/12/2020		0609208581496	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		202.67-	AA				
PN	9205233			6/10/2020	00143	RETIREMENT SYSTEMS OF AL	51059	3,422.03-					D	
T7	517014	00143	001	6/12/2020		0609208581497	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		3,422.03-	AA				
PN	9205233			6/10/2020	00143	RETIREMENT SYSTEMS OF AL	51059	2,197.19-					D	
T7	517015	00143	001	6/12/2020		0609208581498	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		2,197.19-	AA				
PN	9205233			6/10/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,683.30-					D	
T7	517016	00144	001	6/12/2020		0609208581499	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		1,683.30-	AA				
PN	9205233			6/10/2020	00001	RETIREMENT SYSTEMS OF AL	51059	997.50-					D	
T7	517083	00001	001	6/15/2020		061020958088	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		997.50-	AA				
PN	9205233			6/10/2020	00001	RETIREMENT SYSTEMS OF AL	51059	1,012.66-					D	
T7	517084	00001	001	6/15/2020		061020958089	AP PR PPE 5/24 INTRM, 6/7&10							
						Cash	00018481		1,012.66-	AA				
PN	9205233			6/10/2020	00001	RETIREMENT SYSTEMS OF AL	51059	.43					D	
PD	517093	00001	001	6/10/2020		6102020	ADJUSTMENT							
						Cash	00018481		.43	AA				
PN	9205233			6/10/2020	00001	RETIREMENT SYSTEMS OF AL	51059	.01					D	
PD	517094	00001	001	6/10/2020		6102020-2	ADJUSTMENT							

..... Document				Date	Co.	Name	Address Number	Amounts				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution							
						Cash	00018481			.01		AA				
Totals for Bank Account								134,244.41-	134,244.41-							
Totals for Batch								134,244.41-	134,244.41-							
G/L Bank Account 00018481						Cash	Batch Number	2851102	Type	M	Date	6/10/2020	User ID	189171		
PN	9205234			6/10/2020	00001	C/O RETIREMENT SYSTEMS OF AL	8889	1,200.00-						D		
T7	516824	00001	001	6/12/2020		0609208581416	BW AP PR PPE 6/7/20									
						Cash	00018481					1,200.00-	AA			
PN	9205234			6/10/2020	00105	C/O RETIREMENT SYSTEMS OF AL	8889	20.00-						D		
T7	516835	00105	001	6/12/2020		0609208581417	BW AP PR PPE 6/7/20									
						Cash	00018481					20.00-	AA			
PN	9205234			6/10/2020	00111	C/O RETIREMENT SYSTEMS OF AL	8889	52.00-						D		
T7	516846	00111	001	6/12/2020		0609208581418	BW AP PR PPE 6/7/20									
						Cash	00018481					52.00-	AA			
PN	9205234			6/10/2020	00120	C/O RETIREMENT SYSTEMS OF AL	8889	90.00-						D		
T7	516857	00120	001	6/12/2020		0609208581419	BW AP PR PPE 6/7/20									
						Cash	00018481					90.00-	AA			
PN	9205234			6/10/2020	00140	C/O RETIREMENT SYSTEMS OF AL	8889	235.00-						D		
T7	516869	00140	001	6/12/2020		0609208581420	BW AP PR PPE 6/7/20									
						Cash	00018481					235.00-	AA			
PN	9205234			6/10/2020	00143	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-						D		
T7	516880	00143	001	6/12/2020		0609208581421	BW AP PR PPE 6/7/20									
						Cash	00018481					25.00-	AA			
PN	9205234			6/10/2020	00146	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-						D		

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
T7	516891	00146	001	6/12/2020		0609208581422	BW AP PR PPE 6/7/20							
						Cash	00018481		25.00-	AA				
PN	9205234			6/10/2020	00510	C/O RETIREMENT SYSTEMS OF AL	8889	10.00-				D		
T7	516902	00510	001	6/12/2020		0609208581423	BW AP PR PPE 6/7/20							
						Cash	00018481		10.00-	AA				
PN	9205234			6/10/2020	00511	C/O RETIREMENT SYSTEMS OF AL	8889	50.00-				D		
T7	516913	00511	001	6/12/2020		0609208581424	BW AP PR PPE 6/7/20							
						Cash	00018481		50.00-	AA				
Totals for Bank Account								1,707.00-	134,244.41-					
Totals for Batch								1,707.00-	134,244.41-					
User Total								135,951.41-	134,244.41-					
Grand Total								135,951.41-	134,244.41-					

Bank Account	00018481	Cash	
Version	BCC0001		
Originator	RBENSON		
Payment Instrument		Default	(A/R & A/P)
Pay Through Date	3/7/2023		

Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
79265	FRAZER LANIER CO, THE	PBA WARRANTS 2020 (JAIL PROJ)	PV	517055	001	00011	6/8/2020	6082020	3,608.49		79265	FRAZER LANIER CO, THE
Payment Amount									3,608.49			
Total Amount to be Processed									3,608.49			
Total Number of Payments to be Processed									1			

Baldwin County Commission
Open AP Summary Report

6/11/2020

Suplier Name		Co	Balance Open
ALABAMA POWER CO ***	6/10/2020	00001	732.63
ALABAMA POWER CO ***	6/10/2020	00001	1,532.42
ALABAMA POWER CO ***	6/10/2020	00001	799.76
ALABAMA POWER CO ***	6/10/2020	00001	1,816.21
ALABAMA POWER CO ***	6/10/2020	00001	312.06
ALABAMA POWER CO ***	6/10/2020	00001	1,760.83
ALABAMA POWER CO ***	6/10/2020	00001	809.11
ALABAMA POWER CO ***	6/10/2020	00001	255.38
ALABAMA POWER CO ***	6/10/2020	00001	62.68
ALABAMA POWER CO ***	6/10/2020	00001	2,597.01
ALABAMA POWER CO ***	6/10/2020	00001	515.14
ALABAMA POWER CO ***	6/10/2020	00001	635.87
ALABAMA POWER CO ***	6/10/2020	00001	231.41
ALABAMA POWER CO ***	6/10/2020	00001	462.24
ALABAMA POWER CO ***	6/10/2020	00001	5,274.52
ALABAMA POWER CO ***	6/10/2020	00001	272.61
ALABAMA POWER CO ***	6/10/2020	00001	244.58
ALABAMA POWER CO ***	6/10/2020	00001	2,249.22
ALABAMA POWER CO ***	6/10/2020	00001	536.03
ALABAMA POWER CO ***	6/10/2020	00001	1,598.09
ALABAMA POWER CO ***	6/10/2020	00001	430.47
ALABAMA POWER CO ***	6/10/2020	00001	1,021.18
ALABAMA POWER CO ***	6/10/2020	00001	6,657.50
ALABAMA POWER CO ***	6/10/2020	00001	38.05
ALABAMA POWER CO ***	6/10/2020	00001	12,346.52
ALABAMA POWER CO ***	6/10/2020	00001	658.26
ALABAMA POWER CO ***	6/10/2020	00001	10,814.63
ALABAMA POWER CO ***	6/10/2020	00001	950.38
AT&T (BELLSOUTH)*	6/10/2020	00001	259.39
AT&T (BELLSOUTH)*	6/10/2020	00001	3,749.90
AT&T (BELLSOUTH)**	6/10/2020	00001	57.40
AT&T MOBILITY (WIRELESS) **	6/10/2020	00001	83.46
CENTURYLINK (GULFTEL) **	6/10/2020	00001	81.69
CENTURYLINK(GULF TELEPHONE CO L/DIST)*	6/10/2020	00001	2,000.82
FOLEY, CITY OF	6/10/2020	00001	57.72
RIVIERA UTILITIES	6/10/2020	00001	338.93

RIVIERA UTILITIES	6/10/2020	00001	(43.40)
RIVIERA UTILITIES	6/10/2020	00001	63.87
RIVIERA UTILITIES	6/10/2020	00001	32.97
RIVIERA UTILITIES	6/10/2020	00001	70.51
RIVIERA UTILITIES	6/10/2020	00001	1,802.44
RIVIERA UTILITIES	6/10/2020	00001	(369.62)
RIVIERA UTILITIES	6/10/2020	00001	119.28
RIVIERA UTILITIES	6/10/2020	00001	93.75
RIVIERA UTILITIES	6/10/2020	00001	20.80
RIVIERA UTILITIES	6/10/2020	00001	3,813.08
RIVIERA UTILITIES	6/10/2020	00001	(1,179.89)
RIVIERA UTILITIES	6/10/2020	00001	122.46
RIVIERA UTILITIES	6/10/2020	00001	30.45
RIVIERA UTILITIES	6/10/2020	00001	118.50
RIVIERA UTILITIES	6/10/2020	00001	(11.81)
RIVIERA UTILITIES	6/10/2020	00001	48.50
RIVIERA UTILITIES	6/10/2020	00001	45.00
RIVIERA UTILITIES	6/10/2020	00001	91.11
RIVIERA UTILITIES	6/10/2020	00001	(0.57)
		00001	<u>67,111.53</u>
ALABAMA POWER CO ***	6/10/2020	00104	39.33
ALABAMA POWER CO ***	6/10/2020	00104	123.68
ALABAMA POWER CO ***	6/10/2020	00104	75.89
		00104	<u>238.90</u>
ALABAMA POWER CO ***	6/10/2020	00105	1,976.14
		00105	<u>1,976.14</u>
ALABAMA POWER CO ***	6/10/2020	00106	15.49
		00106	<u>15.49</u>
BALDWIN EMC	6/10/2020	00109	498.00
BALDWIN EMC	6/10/2020	00109	1,184.00
		00109	<u>1,682.00</u>
ALABAMA POWER CO ***	6/10/2020	00111	73.89
ALABAMA POWER CO ***	6/10/2020	00111	118.07
ALABAMA POWER CO ***	6/10/2020	00111	26.84
ALABAMA POWER CO ***	6/10/2020	00111	26.84

ALABAMA POWER CO ***	6/10/2020	00111	10.84
ALABAMA POWER CO ***	6/10/2020	00111	1,130.03
ALABAMA POWER CO ***	6/10/2020	00111	403.77
AT&T (BELLSOUTH)*	6/10/2020	00111	793.46
BALDWIN EMC	6/10/2020	00111	29.00
BALDWIN EMC	6/10/2020	00111	29.00
BALDWIN EMC	6/10/2020	00111	32.00
BALDWIN EMC	6/10/2020	00111	10.00
BALDWIN EMC	6/10/2020	00111	16.00
BALDWIN EMC	6/10/2020	00111	16.00
BALDWIN EMC	6/10/2020	00111	30.00
BALDWIN EMC	6/10/2020	00111	30.00
BALDWIN EMC	6/10/2020	00111	36.00
BALDWIN EMC	6/10/2020	00111	48.00
BALDWIN EMC	6/10/2020	00111	22.00
BALDWIN EMC	6/10/2020	00111	40.00
BALDWIN EMC	6/10/2020	00111	20.00
BALDWIN EMC	6/10/2020	00111	17.00
BALDWIN EMC	6/10/2020	00111	17.00
BALDWIN EMC	6/10/2020	00111	17.00
RIVIERA UTILITIES	6/10/2020	00111	7.54
RIVIERA UTILITIES	6/10/2020	00111	29.91
RIVIERA UTILITIES	6/10/2020	00111	(0.73)
RIVIERA UTILITIES	6/10/2020	00111	8.94
RIVIERA UTILITIES	6/10/2020	00111	(2.39)
RIVIERA UTILITIES	6/10/2020	00111	4.61
RIVIERA UTILITIES	6/10/2020	00111	20.49
RIVIERA UTILITIES	6/10/2020	00111	(5.92)
RIVIERA UTILITIES	6/10/2020	00111	33.79
RIVIERA UTILITIES	6/10/2020	00111	5.00
RIVIERA UTILITIES	6/10/2020	00111	(0.50)
RIVIERA UTILITIES	6/10/2020	00111	14.39
RIVIERA UTILITIES	6/10/2020	00111	21.52
RIVIERA UTILITIES	6/10/2020	00111	(0.61)
SILVERHILL, TOWN OF (UTILITIES)	6/10/2020	00111	50.77
SILVERHILL, TOWN OF (UTILITIES)	6/10/2020	00111	69.04
		00111	<u>3,248.59</u>
AT&T (BELLSOUTH)*	6/10/2020	00140	<u>259.23</u>
BALDWIN EMC	6/10/2020	00140	150.00

NORTH BALDWIN UTILITIES	6/10/2020	00140	17.68
		00140	426.91
ALABAMA POWER CO ***	6/10/2020	00143	191.93
RIVIERA UTILITIES	6/10/2020	00143	45.00
		00143	236.93
ALABAMA POWER CO ***	6/10/2020	00144	332.56
AT&T (BELLSOUTH)**	6/10/2020	00144	410.86
BALDWIN EMC	6/10/2020	00144	20.00
BALDWIN EMC	6/10/2020	00144	81.00
BALDWIN EMC	6/10/2020	00144	10.00
BALDWIN EMC	6/10/2020	00144	84.00
NORTH BALDWIN UTILITIES	6/10/2020	00144	13.52
NORTH BALDWIN UTILITIES	6/10/2020	00144	33.42
NORTH BALDWIN UTILITIES	6/10/2020	00144	17.94
NORTH BALDWIN UTILITIES	6/10/2020	00144	6.50
NORTH BALDWIN UTILITIES	6/10/2020	00144	17.68
NORTH BALDWIN UTILITIES	6/10/2020	00144	17.68
RIVIERA UTILITIES	6/10/2020	00144	49.80
SILVERHILL, TOWN OF (UTILITIES)	6/10/2020	00144	62.14
		00144	1,157.10
BALDWIN EMC	6/10/2020	00510	34.00
BALDWIN EMC	6/10/2020	00510	40.00
BALDWIN EMC	6/10/2020	00510	17.00
BALDWIN EMC	6/10/2020	00510	116.00
BALDWIN EMC	6/10/2020	00510	32.00
BALDWIN EMC	6/10/2020	00510	369.00
BALDWIN EMC	6/10/2020	00510	1,165.00
BALDWIN EMC	6/10/2020	00510	37.00
BALDWIN EMC	6/10/2020	00510	25.00
BALDWIN EMC	6/10/2020	00510	71.00
BALDWIN EMC	6/10/2020	00510	115.00
BALDWIN EMC	6/10/2020	00510	565.00
BALDWIN EMC	6/10/2020	00510	1,567.00
BALDWIN EMC	6/10/2020	00510	79.00
BALDWIN EMC	6/10/2020	00510	31.00
BALDWIN EMC	6/10/2020	00510	31.00
BALDWIN EMC	6/10/2020	00510	473.00

BALDWIN EMC	6/10/2020	00510	28.00
		00510	4,795.00
GOODRICH, SCOTT B & JENNIFER (R)	6/9/2020	00511	112.00
PHILLIPS, HENRY L (R)	6/4/2020	00511	128.00
		00511	240.00
ALABAMA POWER CO ***	6/10/2020	00708	754.78
		00708	754.78
AKMON INVESTMENT	6/11/2020	00725	416.91
BAKER, HASANA	6/11/2020	00725	961.89
BAKER, HASANA	6/11/2020	00725	2,219.46
BRANT, SUE	6/11/2020	00725	95.80
CANOPY INVESTMENT COMPANY LLC	6/11/2020	00725	188.12
CANOPY INVESTMENT COMPANY LLC	6/11/2020	00725	387.53
CANOPY INVESTMENT COMPANY LLC	6/11/2020	00725	156.32
CANOPY INVESTMENT COMPANY LLC	6/11/2020	00725	406.97
CANOPY INVESTMENT COMPANY LLC	6/11/2020	00725	276.18
CANOPY INVESTMENT COMPANY LLC	6/11/2020	00725	720.18
CANOPY INVESTMENT COMPANY LLC	6/11/2020	00725	271.99
COOK, ROBERT M	6/11/2020	00725	158.39
EUGENE GARY LEDLOW	6/11/2020	00725	71.72
FNA 2019-1, LLC	6/11/2020	00725	4,122.58
FNA 2019-1, LLC	6/11/2020	00725	2,501.86
HOLLOWELL, ASA B	6/11/2020	00725	9,384.02
HOLLOWELL, ASA B	6/11/2020	00725	4,294.83
HOLLOWELL, ASA B	6/11/2020	00725	1,100.41
HOLLOWELL, ASA B	6/11/2020	00725	265.08
HOLLOWELL, ASA B	6/11/2020	00725	640.08
HOLLOWELL, ASA B	6/11/2020	00725	1,054.52
HOLLOWELL, ASA B	6/11/2020	00725	761.96
HOLLOWELL, ASA B	6/11/2020	00725	389.84
HOLLOWELL, ASA B	6/11/2020	00725	439.40
HOLLOWELL, ASA B	6/11/2020	00725	876.70
HOLLOWELL, ASA B	6/11/2020	00725	841.79
HOLLOWELL, ASA B	6/11/2020	00725	421.97
HOLLOWELL, ASA B	6/11/2020	00725	393.66
HOLLOWELL, ASA B	6/11/2020	00725	1,117.14
HOLLOWELL, ASA B	6/11/2020	00725	1,012.51

HOLLOWELL, ASA B	6/11/2020	00725	649.05
HOLLOWELL, ASA B	6/11/2020	00725	772.24
HOLLOWELL, ASA B	6/11/2020	00725	254.61
KEY, DONNVAN	6/11/2020	00725	94.17
KOONTZ, DAVID H	6/11/2020	00725	130.25
KOONTZ, DAVID H	6/11/2020	00725	23.58
RELIABLE PROPERTIES LLC	6/11/2020	00725	403.06
RINES, RODNEY	6/11/2020	00725	78.57
RINES, RODNEY	6/11/2020	00725	142.59
RINES, RODNEY	6/11/2020	00725	299.47
RINES, RODNEY	6/11/2020	00725	89.92
WESTMORELAND PROPERITIES LLC	6/11/2020	00725	97.20
WESTMORELAND PROPERITIES LLC	6/11/2020	00725	325.33
		00725	<u>39,309.85</u>
VERIZON WIRELESS **	6/10/2020	00740	<u>452.59</u>
		00740	<u>452.59</u>
Grand Total			<u><u>121,645.81</u></u>

R5504311
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Baldwin County Commission
Manual Payment Journal

6/11/2020 14:01:34
Page - 1

..... 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		User ID					
G/L Bank Account 00018481						Cash	Batch Number	2851123	Type	M	Date	6/11/2020			DGBRYARS	
PN	9205235			6/12/2020	00105	IRS-TAX PAYMENT	54188	34.32-							D	
T7	517102	00105	001	6/12/2020		0611201329142	636001408 Payroll Taxes									
						Cash	00018481					34.32-		AA		
Totals for Bank Account								34.32-				34.32-				
Totals for Batch								34.32-				34.32-				
User Total								34.32-				34.32-				
Grand Total								34.32-				34.32-				

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
148216	FLORIDA, STATE OF DISBURSEMENT		00105	149.89	149.89		
	Juvenile Detention Fac Fund		00105	149.89	149.89		
Grand Total(s)			00105	149.89	149.89		

Document				Date	Co.	Name	Address Number	Amounts											
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount				G/L	LT	PC	PI	Subledger	/Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount	Taken			Distribution							
G/L Bank Account				00018481		Cash	Batch Number	2851150	Type	M	Date	6/15/2020	User ID	RBENSON					
PN	9205236			6/15/2020	00143	HANCOCK BANK	185975					230.98					D		
PV	517182	00143	001	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020												
						Cash	00018481					230.98	AA						
PN	9205236			6/15/2020	00143	HANCOCK BANK	185975					230.98					D		
PV	517182	00143	002	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020												
						Cash	00018481					230.98	AA						
PN	9205236			6/15/2020	00146	HANCOCK BANK	185975					91.80-					D		
PV	517182	00143	003	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020												
						Cash	00018481					91.80-	AA						
PN	9205236			6/15/2020	00001	HANCOCK BANK	185975					75.00-					D		
PV	517182	00143	004	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020												
						Cash	00018481					75.00-	AA						
PN	9205236			6/15/2020	00001	HANCOCK BANK	185975					1,462.29-					D		
PV	517182	00143	005	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020												
						Cash	00018481					1,462.29-	AA						
PN	9205236			6/15/2020	00001	HANCOCK BANK	185975					498.97-					D		
PV	517182	00143	006	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020												
						Cash	00018481					498.97-	AA						
PN	9205236			6/15/2020	00106	HANCOCK BANK	185975					31.20-					D		
PV	517182	00143	007	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020												
						Cash	00018481					31.20-	AA						
PN	9205236			6/15/2020	00001	HANCOCK BANK	185975					500.10-					D		
PV	517182	00143	008	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020												

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		500.10-	AA				
PN	9205236			6/15/2020	00001	HANCOCK BANK	185975	480.00-				D		
PV	517182	00143	009	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020							
						Cash	00018481		480.00-	AA				
PN	9205236			6/15/2020	00001	HANCOCK BANK	185975	500.10-				D		
PV	517182	00143	010	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020							
						Cash	00018481		500.10-	AA				
PN	9205236			6/15/2020	00001	HANCOCK BANK	185975	155.06-				D		
PV	517182	00143	011	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020							
						Cash	00018481		155.06-	AA				
PN	9205236			6/15/2020	00001	HANCOCK BANK	185975	335.66-				D		
PV	517182	00143	012	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020							
						Cash	00018481		335.66-	AA				
PN	9205236			6/15/2020	00001	HANCOCK BANK	185975	2,250.00-				D		
PV	517182	00143	013	6/15/2020		MAY'20	CREDIT CARD SVC; MAY 2020							
						Cash	00018481		2,250.00-	AA				
Totals for Bank Account								5,918.22-	5,918.22-					
Totals for Batch								5,918.22-	5,918.22-					
User Total								5,918.22-	5,918.22-					
Grand Total								5,918.22-	5,918.22-					

..... Document				Date	Co.	Name	Address Number Amounts									
Payment				Payment		Invoice Number	Remark	Payment Amount		G/L	LT	PC	PI	Subledger	/Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken		Distribution							
G/L Bank Account		00018481				Cash	Batch Number	2851183	Type	M	Date	6/16/2020	User ID	189171			
PN	9205237			6/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				20,971.14-			D			
PV	517444	00790	001	6/16/2020		42257-998 6012020	6/1-6/30/20										
						Cash	00018481				20,971.14-	AA					
Totals for Bank Account								20,971.14-			20,971.14-						
Totals for Batch								20,971.14-			20,971.14-						
User Total								20,971.14-			20,971.14-						
Grand Total								20,971.14-			20,971.14-						

..... 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	2851217	Type	M	Date	6/17/2020	User ID	189171
PN	9205238			6/17/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					4,304.17-		D
PV	517578	00790	001	6/17/2020		42257 999 6122020	6/8-6/12/20							
						Cash	00018481					4,304.17-	AA	
PN	9205238			6/17/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					3,715.90-		D
PV	517578	00790	002	6/17/2020		42257 999 6122020	6/8-6/12/20							
						Cash	00018481					3,715.90-	AA	
PN	9205238			6/17/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,207.20-		D
PV	517578	00790	003	6/17/2020		42257 999 6122020	6/8-6/12/20							
						Cash	00018481					1,207.20-	AA	
PN	9205238			6/17/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,107.27-		D
PV	517578	00790	004	6/17/2020		42257 999 6122020	6/8-6/12/20							
						Cash	00018481					1,107.27-	AA	
PN	9205238			6/17/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					141,192.98-		D
PV	517578	00790	005	6/17/2020		42257 999 6122020	6/8-6/12/20							
						Cash	00018481					141,192.98-	AA	
PN	9205238			6/17/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					3,729.01-		D
PV	517578	00790	006	6/17/2020		42257 999 6122020	6/8-6/12/20							
						Cash	00018481					3,729.01-	AA	
PN	9205238			6/17/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					97.19-		D
PV	517578	00790	007	6/17/2020		42257 999 6122020	6/8-6/12/20							
						Cash	00018481					97.19-	AA	
Totals for Bank Account								155,353.72-				155,353.72-		

..... Document				Date	Co.	Name	Address Number	Amounts							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
Totals for Batch								155,353.72-	155,353.72-						
User Total								155,353.72-	155,353.72-						
Grand Total								155,353.72-	155,353.72-						

Document				Date	Co.	Name	Address Number	Amounts					LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken				G/L Distribution					
G/L Bank Account 00018481						Cash	Batch Number	2851222	Type	M	Date	6/18/2020	User ID	RBENSON			
PN	9205239			6/18/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	19,024.91-						D			
PV	517585	00001	001	6/17/2020		6172020	PAYROLL MONTH END MAY FOR JUNE										
						Cash	00018481					19,024.91-	AA				
PN	9205239			6/18/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	9,690.49-						D			
PV	517585	00001	002	6/17/2020		6172020	PAYROLL MONTH END MAY FOR JUNE										
						Cash	00018481					9,690.49-	AA				
PN	9205239			6/18/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	1,090.29-						D			
PV	517585	00001	003	6/17/2020		6172020	PAYROLL MONTH END MAY FOR JUNE										
						Cash	00018481					1,090.29-	AA				
Totals for Bank Account								29,805.69-				29,805.69-					
Totals for Batch								29,805.69-				29,805.69-					
User Total								29,805.69-				29,805.69-					
Grand Total								29,805.69-				29,805.69-					

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
19003	NORTH BALDWIN UTILITIES		00001	27,618.40			27,618.40
19021	FAIRHOPE, CITY OF (UTILITIES)		00001	10,999.12			10,999.12
27007	CENTURYLINK (GULFTEL) **		00001	2,578.19			2,578.19
63589	AT&T (BELLSOUTH)**		00001	561.11			561.11
145701	SOUTHERN LIGHT LLC / DBA UNITI	251 6621170	00001	79,706.37			79,706.37
155408	HARBOR COMMUNICATIONS LLC	6621532	00001	599.15			599.15
181427	SPEAKSPACE LLC		00001	41.88			41.88
192334	LODGE AT GULF STATE PARK, THE	251 540-4000	00001	8,999.91			8,999.91
	General Fund		00001	131,104.13			131,104.13
19021	FAIRHOPE, CITY OF (UTILITIES)		00104	78.48			78.48
	Legislative Del Off Fund		00104	78.48			78.48
27007	CENTURYLINK (GULFTEL) **		00109	42.77			42.77
	Animal Shelter		00109	42.77			42.77
14005	BALDWIN EMC	251 9890118	00111	184.00			184.00
27007	CENTURYLINK (GULFTEL) **		00111	85.19			85.19
51003	RIVIERA UTILITIES		00111	514.28	114.71-		628.99
	7 Cent Gasoline Tax Fund		00111	783.47	114.71-		898.18
14005	BALDWIN EMC	251 9890118	00140	247.00			247.00
27007	CENTURYLINK (GULFTEL) **		00140	45.03			45.03
	Council on Aging Fund		00140	292.03			292.03
19003	NORTH BALDWIN UTILITIES		00143	107.95			107.95
19021	FAIRHOPE, CITY OF (UTILITIES)		00143	204.42			204.42
	Section 18 Fund		00143	312.37			312.37
14005	BALDWIN EMC	251 9890118	00144	27.00			27.00
	Parks Fund		00144	27.00			27.00
14005	BALDWIN EMC	251 9890118	00510	380.00			380.00
27007	CENTURYLINK (GULFTEL) **		00510	218.91			218.91
	Solid Waste Fund		00510	598.91			598.91
19003	NORTH BALDWIN UTILITIES		00708	81.38			81.38
	Community Corrections		00708	81.38			81.38
65091	STONE CROSBY PC **		00720	463,000.00			463,000.00
182464	BALDWIN CNTY CIRCUIT CLERK		00720	5,000.00			5,000.00
183258	ALABAMA WIDESPREAD HOLDINGS LL		00720	8,500.00			8,500.00
	Excess From Land Sales Fund		00720	476,500.00			476,500.00
187158	CANOPY INVESTMENT COMPANY LLC		00725	532.89	532.89		
187263	SNOPL, TIMOTHY S		00725	4,075.62	4,075.62		
192224	TUCKER, ANGELA		00725	613.47	613.47		
192230	SIMS, BRIAN E		00725	1,184.89	1,184.89		
192238	BUZBEE ENTERPRISES, INC		00725	1,791.81	1,791.81		
192248	KEY, DONNVAN		00725	112.94	112.94		

Supplier			Aging					
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
192291	HASTINGS, MELINDA R		00725	359.98	359.98			
192296	NUVIEW IRA FBO DOUGLAS GALE		00725	2,016.67	2,016.67			
192297	COOPER, OLLIE G AND CYNTHIA N		00725	997.31	997.31			
192298	PINE VALLEY ONE REAL ESTATE LL		00725	2,256.81	2,256.81			
192307	SUNSHINE ASSESTS LLC		00725	2,660.44	2,660.44			
192312	WESTERFIELD, ZANTAVIA		00725	61.23	61.23			
	Land Redemption Fund		00725	16,664.06	16,664.06			
43012	OFFICE OF PROSECUTION SERVICES		00760	371.30				371.30
	District Attorney Fund		00760	371.30				371.30
Grand Total(s)			00760	626,855.90	16,549.35			610,306.55

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

6/19/2020 13:22:07
Page - 1

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
Type	Payment Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number 2851248	Type	M	Date	6/19/2020	User ID	189171	
PN	9205240			6/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				1,012.40-		D	
PV	517648	00790	001	6/19/2020		42257 998 6122020	BCSO WEELY CLAIMS 6/8-6/19/20							
						Cash	00018481					1,012.40-	AA	
PN	9205240			6/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				686.40-		D	
PV	517648	00790	002	6/19/2020		42257 998 6122020	BCSO WEELY CLAIMS 6/8-6/19/20							
						Cash	00018481					686.40-	AA	
PN	9205240			6/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				371.00-		D	
PV	517648	00790	003	6/19/2020		42257 998 6122020	BCSO WEELY CLAIMS 6/8-6/19/20							
						Cash	00018481					371.00-	AA	
PN	9205240			6/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				248.38-		D	
PV	517648	00790	004	6/19/2020		42257 998 6122020	BCSO WEELY CLAIMS 6/8-6/19/20							
						Cash	00018481					248.38-	AA	
PN	9205240			6/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				43,926.39-		D	
PV	517648	00790	005	6/19/2020		42257 998 6122020	BCSO WEELY CLAIMS 6/8-6/19/20							
						Cash	00018481					43,926.39-	AA	
PN	9205240			6/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				9,215.00-		D	
PV	517648	00790	006	6/19/2020		42257 998 6122020	BCSO WEELY CLAIMS 6/8-6/19/20							
						Cash	00018481					9,215.00-	AA	
PN	9205240			6/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				33.04-		D	
PV	517648	00790	007	6/19/2020		42257 998 6122020	BCSO WEELY CLAIMS 6/8-6/19/20							
						Cash	00018481					33.04-	AA	
Totals for Bank Account											55,492.61-	55,492.61-		

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

6/19/2020 13:22:07
Page - 2

..... Document				Date	Co.	Name	Address Number	Amounts							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
Totals for Batch								55,492.61-	55,492.61-						
User Total								55,492.61-	55,492.61-						
Grand Total								55,492.61-	55,492.61-						

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken									
G/L Bank Account 00018481						Cash	Batch Number	2851304	Type	M	Date	6/24/2020	User ID	189171			
PN	9205245			6/24/2020	00105	RETIREMENT SYSTEMS OF AL	51059					25.37-				D	
T7	517101	00105	001	6/12/2020		0611201329141	BW AP RP PPE 6/21/20 & INT'RM										
						Cash	00018481					25.37-	AA				
PN	9205245			6/24/2020	00146	RETIREMENT SYSTEMS OF AL	51059					419.36-				D	
T7	517704	00146	001	6/26/2020		062320105649100	BW AP RP PPE 6/21/20 & INT'RM										
						Cash	00018481					419.36-	AA				
PN	9205245			6/24/2020	00510	RETIREMENT SYSTEMS OF AL	51059					5,877.08-				D	
T7	517705	00510	001	6/26/2020		062320105649101	BW AP RP PPE 6/21/20 & INT'RM										
						Cash	00018481					5,877.08-	AA				
PN	9205245			6/24/2020	00510	RETIREMENT SYSTEMS OF AL	51059					2,926.19-				D	
T7	517706	00510	001	6/26/2020		062320105649102	BW AP RP PPE 6/21/20 & INT'RM										
						Cash	00018481					2,926.19-	AA				
PN	9205245			6/24/2020	00511	RETIREMENT SYSTEMS OF AL	51059					7,375.01-				D	
T7	517707	00511	001	6/26/2020		062320105649103	BW AP RP PPE 6/21/20 & INT'RM										
						Cash	00018481					7,375.01-	AA				
PN	9205245			6/24/2020	00511	RETIREMENT SYSTEMS OF AL	51059					4,798.71-				D	
T7	517708	00511	001	6/26/2020		062320105649104	BW AP RP PPE 6/21/20 & INT'RM										
						Cash	00018481					4,798.71-	AA				
PN	9205245			6/24/2020	00740	RETIREMENT SYSTEMS OF AL	51059					140.18-				D	
T7	517709	00740	001	6/26/2020		062320105649105	BW AP RP PPE 6/21/20 & INT'RM										
						Cash	00018481					140.18-	AA				
PN	9205245			6/24/2020	00001	RETIREMENT SYSTEMS OF AL	51059					38,158.82-				D	
T7	517913	00001	001	6/26/2020		06232010564979	BW AP RP PPE 6/21/20 & INT'RM										

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

6/24/2020 9:13:39
Page - 2

Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		38,158.82-	AA				
PN	9205245			6/24/2020	00001	RETIREMENT SYSTEMS OF AL	51059	13,974.96-					D	
T7	517915	00001	001	6/26/2020		06232010564980	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		13,974.96-	AA				
PN	9205245			6/24/2020	00103	RETIREMENT SYSTEMS OF AL	51059	176.59-					D	
T7	517916	00103	001	6/26/2020		06232010564981	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		176.59-	AA				
PN	9205245			6/24/2020	00104	RETIREMENT SYSTEMS OF AL	51059	169.58-					D	
T7	517917	00104	001	6/26/2020		06232010564982	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		169.58-	AA				
PN	9205245			6/24/2020	00104	RETIREMENT SYSTEMS OF AL	51059	369.74-					D	
T7	517918	00104	001	6/26/2020		06232010564983	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		369.74-	AA				
PN	9205245			6/24/2020	00105	RETIREMENT SYSTEMS OF AL	51059	2,986.79-					D	
T7	517919	00105	001	6/26/2020		06232010564984	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		2,986.79-	AA				
PN	9205245			6/24/2020	00105	RETIREMENT SYSTEMS OF AL	51059	983.20-					D	
T7	517920	00105	001	6/26/2020		06232010564985	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		983.20-	AA				
PN	9205245			6/24/2020	00106	RETIREMENT SYSTEMS OF AL	51059	367.03-					D	
T7	517921	00106	001	6/26/2020		06232010564986	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		367.03-	AA				
PN	9205245			6/24/2020	00106	RETIREMENT SYSTEMS OF AL	51059	424.75-					D	
T7	517922	00106	001	6/26/2020		06232010564987	BW AP RP PPE 6/21/20 & INT'RM							

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

6/24/2020 9:13:39

Page - 3

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		424.75-	AA				
PN	9205245			6/24/2020	00109	RETIREMENT SYSTEMS OF AL	51059	397.81-					D	
T7	517923	00109	001	6/26/2020		06232010564988	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		397.81-	AA				
PN	9205245			6/24/2020	00109	RETIREMENT SYSTEMS OF AL	51059	1,501.85-					D	
T7	517924	00109	001	6/26/2020		06232010564989	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		1,501.85-	AA				
PN	9205245			6/24/2020	00111	RETIREMENT SYSTEMS OF AL	51059	20,590.19-					D	
T7	517926	00111	001	6/26/2020		06232010564990	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		20,590.19-	AA				
PN	9205245			6/24/2020	00111	RETIREMENT SYSTEMS OF AL	51059	10,299.02-					D	
T7	517927	00111	001	6/26/2020		06232010564991	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		10,299.02-	AA				
PN	9205245			6/24/2020	00120	RETIREMENT SYSTEMS OF AL	51059	6,764.22-					D	
T7	517928	00120	001	6/26/2020		06232010564992	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		6,764.22-	AA				
PN	9205245			6/24/2020	00120	RETIREMENT SYSTEMS OF AL	51059	2,943.61-					D	
T7	517929	00120	001	6/26/2020		06232010564993	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		2,943.61-	AA				
PN	9205245			6/24/2020	00140	RETIREMENT SYSTEMS OF AL	51059	1,507.20-					D	
T7	517930	00140	001	6/26/2020		06232010564994	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		1,507.20-	AA				
PN	9205245			6/24/2020	00140	RETIREMENT SYSTEMS OF AL	51059	201.59-					D	
T7	517931	00140	001	6/26/2020		06232010564995	BW AP RP PPE 6/21/20 & INT'RM							

..... 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		201.59-	AA				
PN	9205245			6/24/2020	00143	RETIREMENT SYSTEMS OF AL	51059	3,430.60-				D		
T7	517932	00143	001	6/26/2020		06232010564996	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		3,430.60-	AA				
PN	9205245			6/24/2020	00143	RETIREMENT SYSTEMS OF AL	51059	2,260.40-				D		
T7	517933	00143	001	6/26/2020		06232010564997	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		2,260.40-	AA				
PN	9205245			6/24/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,683.68-				D		
T7	517934	00144	001	6/26/2020		06232010564998	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		1,683.68-	AA				
PN	9205245			6/24/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,357.73-				D		
T7	517935	00144	001	6/26/2020		06232010564999	BW AP RP PPE 6/21/20 & INT'RM							
						Cash	00018481		1,357.73-	AA				
PN	9205245			6/24/2020	00001	RETIREMENT SYSTEMS OF AL	51059	.22				D		
PD	518050	00001	001	6/24/2020		6242020	ADJUSTMENT							
						Cash	00018481		.22	AA				
Totals for Bank Account								132,111.04-	132,111.04-					
Totals for Batch								132,111.04-	132,111.04-					
G/L Bank Account 00018481						Cash	Batch Number 2851305	Type M	Date 6/24/2020	User ID 189171				
PN	9205246			6/24/2020	00001	C/O RETIREMENT SYSTEMS OF AL	8889	1,200.00-				D		
T7	517769	00001	001	6/26/2020		06232010564916	BW AP PR PPE 6/21/20 & INT'RM							
						Cash	00018481		1,200.00-	AA				
PN	9205246			6/24/2020	00105	C/O RETIREMENT SYSTEMS OF AL	8889	20.00-				D		

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

6/24/2020 9:13:39
Page - 5

..... Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
T7	517780	00105	001	6/26/2020		06232010564917	BW AP PR PPE 6/21/20 & INT'RM							
						Cash	00018481		20.00-	AA				
PN	9205246			6/24/2020	00120	C/O RETIREMENT SYSTEMS OF AL	8889	90.00-				D		
T7	517791	00120	001	6/26/2020		06232010564918	BW AP PR PPE 6/21/20 & INT'RM							
						Cash	00018481		90.00-	AA				
PN	9205246			6/24/2020	00140	C/O RETIREMENT SYSTEMS OF AL	8889	215.00-				D		
T7	517802	00140	001	6/26/2020		06232010564919	BW AP PR PPE 6/21/20 & INT'RM							
						Cash	00018481		215.00-	AA				
PN	9205246			6/24/2020	00143	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-				D		
T7	517814	00143	001	6/26/2020		06232010564920	BW AP PR PPE 6/21/20 & INT'RM							
						Cash	00018481		25.00-	AA				
PN	9205246			6/24/2020	00146	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-				D		
T7	517825	00146	001	6/26/2020		06232010564921	BW AP PR PPE 6/21/20 & INT'RM							
						Cash	00018481		25.00-	AA				
PN	9205246			6/24/2020	00510	C/O RETIREMENT SYSTEMS OF AL	8889	10.00-				D		
T7	517836	00510	001	6/26/2020		06232010564922	BW AP PR PPE 6/21/20 & INT'RM							
						Cash	00018481		10.00-	AA				
PN	9205246			6/24/2020	00511	C/O RETIREMENT SYSTEMS OF AL	8889	50.00-				D		
T7	517847	00511	001	6/26/2020		06232010564923	BW AP PR PPE 6/21/20 & INT'RM							
						Cash	00018481		50.00-	AA				
Totals for Bank Account								1,635.00-	132,111.04-					
Totals for Batch								1,635.00-	132,111.04-					

Baldwin County Commission
Manual Payment Journal

Document				Date	Co.	Name	Address Number	Amounts							
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount
					Account Description		Account Number	Discount Taken	Distribution						
							User Total	133,746.04-	132,111.04-						
							Grand Total	133,746.04-	132,111.04-						

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
19003	NORTH BALDWIN UTILITIES		00001	2,042.97			2,042.97
51003	RIVIERA UTILITIES		00001	187.45			187.45
54257	FRONTIER COMMUNICATIONS		00001	65.11			65.11
105048	BALDWIN CNTY SOLID WASTE	251 9888125	00001	8,880.00			8,880.00
152240	VERIZON WIRELESS **		00001	35,160.89			35,160.89
	General Fund		00001	46,336.42			46,336.42
19003	NORTH BALDWIN UTILITIES		00104	85.26			85.26
	Legislative Del Off Fund		00104	85.26			85.26
19003	NORTH BALDWIN UTILITIES		00105	664.79			664.79
	Juvenile Detention Fac Fund		00105	664.79			664.79
97691	BALDWIN COUNTY SEWER SERVICE L		00109	508.94			508.94
	Animal Shelter		00109	508.94			508.94
14005	BALDWIN EMC	251 9890118	00111	250.00			250.00
19003	NORTH BALDWIN UTILITIES		00111	788.53			788.53
51003	RIVIERA UTILITIES		00111	1,107.55	291.96-		1,399.51
97691	BALDWIN COUNTY SEWER SERVICE L		00111	228.90			228.90
	7 Cent Gasoline Tax Fund		00111	2,374.98	291.96-		2,666.94
51003	RIVIERA UTILITIES		00143	13.00			13.00
	Section 18 Fund		00143	13.00			13.00
14005	BALDWIN EMC	251 9890118	00144	717.00			717.00
97691	BALDWIN COUNTY SEWER SERVICE L		00144	114.45			114.45
	Parks Fund		00144	831.45			831.45
19003	NORTH BALDWIN UTILITIES		00510	616.75			616.75
97691	BALDWIN COUNTY SEWER SERVICE L		00510	655.00			655.00
	Solid Waste Fund		00510	1,271.75			1,271.75
192338	RIDER, PATRICIA (R)		00511	87.00			87.00
192339	DAVIS, CHRIS (R)		00511	78.00			78.00
	Solid Waste Collection Fund		00511	165.00			165.00
152240	VERIZON WIRELESS **		00708	1,065.14			1,065.14
	Community Corrections		00708	1,065.14			1,065.14
192360	REID, SR., THOMAS D.		00720	9,500.00			9,500.00
	Excess From Land Sales Fund		00720	9,500.00			9,500.00
157622	HOLLOWELL, ASA B		00725	358.56	358.56		
187158	CANOPY INVESTMENT COMPANY LLC		00725	1,122.73	1,122.73		
190501	COOK, ANISSA		00725	224.63	224.63		
192222	AKMON INVESTMENT		00725	4,666.44	4,666.44		
192224	TUCKER, ANGELA		00725	319.18	319.18		
192296	NUVIEW IRA FBO DOUGLAS GALE		00725	3,687.76	3,687.76		
192297	COOPER, OLLIE G AND CYNTHIA N		00725	835.86	835.86		
192302	RINES, RODNEY		00725	210.08	210.08		

Supplier			Aging						
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
192314	NANCY M RABY LIVING TRUST		00725	2,331.60	2,331.60				
192359	GRAHAM, LUKE		00725	3,520.98	3,520.98				
	Land Redemption Fund		00725	17,277.82	17,277.82				
Grand Total(s)			00725	80,094.55	16,985.86				63,108.69

R5504311
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Baldwin County Commission
Manual Payment Journal

6/26/2020 8:31:32
Page - 1

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number Amounts				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution		User ID					
G/L Bank Account	00018481					Cash	Batch Number	2851359	Type	M	Date	6/26/2020			RBENSON	
PN	9205248			6/26/2020	00001	AL STATE DEPT OF INDUSTRIAL RE	54070	1,982.61-							D	
PV	518127	00001	001	6/26/2020		213311800;3/31/20	ACCT# 0213311800									
						Cash	00018481					1,982.61-			AA	
Totals for Bank Account								1,982.61-				1,982.61-				
Totals for Batch								1,982.61-				1,982.61-				
User Total								1,982.61-				1,982.61-				
Grand Total								1,982.61-				1,982.61-				

Document				Date	Co.	Name	Address Number	Amounts											
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken			G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount			
G/L Bank Account				00018481		Cash	Batch Number	2851360	Type	M	Date	6/26/2020	User ID	189171					
PN	9205249			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				1,920.00-				D				
PV	518126	00790	001	6/25/2020		6192020	BCSO WEEKLY CLAIM 6/15-6/19/20												
						Cash	00018481					1,920.00-	AA						
PN	9205249			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				1,729.12-				D				
PV	518126	00790	002	6/25/2020		6192020	BCSO WEEKLY CLAIM 6/15-6/19/20												
						Cash	00018481					1,729.12-	AA						
PN	9205249			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				437.89-				D				
PV	518126	00790	003	6/25/2020		6192020	BCSO WEEKLY CLAIM 6/15-6/19/20												
						Cash	00018481					437.89-	AA						
PN	9205249			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				23.00				D				
PV	518126	00790	004	6/25/2020		6192020	BCSO WEEKLY CLAIM 6/15-6/19/20												
						Cash	00018481					23.00	AA						
PN	9205249			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				36,405.59-				D				
PV	518126	00790	005	6/25/2020		6192020	BCSO WEEKLY CLAIM 6/15-6/19/20												
						Cash	00018481					36,405.59-	AA						
PN	9205249			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				1,394.80-				D				
PV	518126	00790	006	6/25/2020		6192020	BCSO WEEKLY CLAIM 6/15-6/19/20												
						Cash	00018481					1,394.80-	AA						
PN	9205249			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				184.20-				D				
PV	518126	00790	007	6/25/2020		6192020	BCSO WEEKLY CLAIM 6/15-6/19/20												
						Cash	00018481					184.20-	AA						
PN	9205249			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				89.70				D				
PV	518126	00790	008	6/25/2020		6192020	BCSO WEEKLY CLAIM 6/15-6/19/20												

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		89.70	AA				
PN	9205249			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,140.48			D			
PV	518126	00790	009	6/25/2020		6192020	BCSO WEEKLY CLAIM 6/15-6/19/20							
						Cash	00018481		1,140.48	AA				
Totals for Bank Account								40,818.42-	40,818.42-					
Totals for Batch								40,818.42-	40,818.42-					
G/L Bank Account 00018481						Cash	Batch Number 2851361	Type M	Date 6/26/2020	User ID	189171			
PN	9205250			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,362.30-			D			
PV	518128	00790	001	6/26/2020		6252020	BCC WEEKLY CLAIMS 6/15-6/19/20							
						Cash	00018481		2,362.30-	AA				
PN	9205250			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,913.80-			D			
PV	518128	00790	002	6/26/2020		6252020	BCC WEEKLY CLAIMS 6/15-6/19/20							
						Cash	00018481		1,913.80-	AA				
PN	9205250			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	88.00-			D			
PV	518128	00790	003	6/26/2020		6252020	BCC WEEKLY CLAIMS 6/15-6/19/20							
						Cash	00018481		88.00-	AA				
PN	9205250			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	523.69-			D			
PV	518128	00790	004	6/26/2020		6252020	BCC WEEKLY CLAIMS 6/15-6/19/20							
						Cash	00018481		523.69-	AA				
PN	9205250			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	92.00			D			
PV	518128	00790	005	6/26/2020		6252020	BCC WEEKLY CLAIMS 6/15-6/19/20							
						Cash	00018481		92.00	AA				
PN	9205250			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	75,030.81-			D			

..... Document				Date	Co.	Name	Address Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
PV	518128	00790	006	6/26/2020		6252020	BCC WEEKLY CLAIMS 6/15-6/19/20							
						Cash	00018481		75,030.81-	AA				
PN	9205250			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	51,117.71-			D			
PV	518128	00790	007	6/26/2020		6252020	BCC WEEKLY CLAIMS 6/15-6/19/20							
						Cash	00018481		51,117.71-	AA				
PN	9205250			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,305.11-			D			
PV	518128	00790	008	6/26/2020		6252020	BCC WEEKLY CLAIMS 6/15-6/19/20							
						Cash	00018481		2,305.11-	AA				
PN	9205250			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	4,721.91			D			
PV	518128	00790	009	6/26/2020		6252020	BCC WEEKLY CLAIMS 6/15-6/19/20							
						Cash	00018481		4,721.91	AA				
PN	9205250			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	5,391.91			D			
PV	518128	00790	010	6/26/2020		6252020	BCC WEEKLY CLAIMS 6/15-6/19/20							
						Cash	00018481		5,391.91	AA				
PN	9205250			6/26/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	614.00-			D			
PV	518128	00790	011	6/26/2020		6252020	BCC WEEKLY CLAIMS 6/15-6/19/20							
						Cash	00018481		614.00-	AA				
Totals for Bank Account								123,749.60-	40,818.42-					
Totals for Batch								123,749.60-	40,818.42-					
User Total								164,568.02-	40,818.42-					
Grand Total								164,568.02-	40,818.42-					

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

6/24/2020 10:02:55

Page - 1

..... 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	2851307	Type	M	Date	6/24/2020	User ID	189171			
PN	9205247			6/24/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				207,249.97-			D			
PV	518051	00001	001	6/24/2020		6232020	PAYROLL 6/26/20										
						Cash	00018481					207,249.97-	AA				
PN	9205247			6/24/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				107,482.25-			D			
PV	518051	00001	002	6/24/2020		6232020	PAYROLL 6/26/20										
						Cash	00018481					107,482.25-	AA				
PN	9205247			6/24/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10				9,233.74-			D			
PV	518051	00001	003	6/24/2020		6232020	PAYROLL 6/26/20										
						Cash	00018481					9,233.74-	AA				
PN	9205247			6/24/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				120,215.61-			D			
PV	518051	00001	004	6/24/2020		6232020	PAYROLL 6/26/20										
						Cash	00018481					120,215.61-	AA				
PN	9205247			6/24/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				139,317.76-			D			
PV	518051	00001	005	6/24/2020		6232020	PAYROLL 6/26/20										
						Cash	00018481					139,317.76-	AA				
PN	9205247			6/24/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10				11,450.76-			D			
PV	518051	00001	006	6/24/2020		6232020	PAYROLL 6/26/20										
						Cash	00018481					11,450.76-	AA				
Totals for Bank Account								594,950.09-			594,950.09-						
Totals for Batch								594,950.09-			594,950.09-						
User Total								594,950.09-			594,950.09-						

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Baldwin County Commission
Manual Payment Journal

6/24/2020 10:02:55
Page - 2

..... Document				Date	Co.	Name	Address Number	..... Amounts						
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
Grand Total								594,950.09-	594,950.09-					

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	4,822.14	4,822.14		
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,382.25	3,382.25		
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	577.85	577.85		
112221	WISE, JODY L CIRCUIT CLERK		00001	50.00	50.00		
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,405.50	4,405.50		
184047	O'BRIEN, DANIEL		00001	368.30	368.30		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	22,479.00	22,479.00		
	General Fund		00001	36,085.04	36,085.04		
40627	NATIONWIDE RETIREMENT SOLUTION		00103	30.00	30.00		
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00103	191.00	191.00		
	County Transportation Fund		00103	255.00	255.00		
180373	BALDWIN CNTY COMMISSION - DENT		00104	57.00	57.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00104	308.00	308.00		
	Legislative Del Off Fund		00104	365.00	365.00		
717	FLEXIBLE BENEFITS	251 9370264	00105	217.14	217.14		
40627	NATIONWIDE RETIREMENT SOLUTION		00105	128.00	128.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	272.77	272.77		
180373	BALDWIN CNTY COMMISSION - DENT		00105	451.50	451.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00105	2,506.00	2,506.00		
	Juvenile Detention Fac Fund		00105	3,575.41	3,575.41		
717	FLEXIBLE BENEFITS	251 9370264	00106	79.17	79.17		
180373	BALDWIN CNTY COMMISSION - DENT		00106	88.00	88.00		
184047	O'BRIEN, DANIEL		00106	252.92	252.92		
186456	BALDWIN CNTY COMMISSION - HEAL		00106	478.00	478.00		
	Baldwin Co Archives Fund		00106	898.09	898.09		
717	FLEXIBLE BENEFITS	251 9370264	00109	12.50	12.50		
40627	NATIONWIDE RETIREMENT SOLUTION		00109	125.00	125.00		
180373	BALDWIN CNTY COMMISSION - DENT		00109	171.00	171.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00109	835.00	835.00		
	Animal Shelter		00109	1,143.50	1,143.50		
717	FLEXIBLE BENEFITS	251 9370264	00111	1,929.93	1,929.93		
40627	NATIONWIDE RETIREMENT SOLUTION		00111	4,960.00	4,960.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	644.54	644.54		
112221	WISE, JODY L CIRCUIT CLERK		00111	378.92	378.92		
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,888.00	2,888.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00111	15,699.00	15,699.00		
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84		
	7 Cent Gasoline Tax Fund		00111	26,694.23	26,694.23		
717	FLEXIBLE BENEFITS	251 9370264	00120	946.68	946.68		

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
40627	NATIONWIDE RETIREMENT SOLUTION		00120	940.00	940.00		
180373	BALDWIN CNTY COMMISSION - DENT		00120	827.00	827.00		
184047	O'BRIEN, DANIEL		00120	337.84	337.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	4,664.00	4,664.00		
	Reappraisal Fund		00120	7,715.52	7,715.52		
717	FLEXIBLE BENEFITS	251 9370264	00140	214.60	214.60		
180373	BALDWIN CNTY COMMISSION - DENT		00140	244.00	244.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	1,248.00	1,248.00		
	Council on Aging Fund		00140	1,706.60	1,706.60		
717	FLEXIBLE BENEFITS	251 9370264	00143	585.46	585.46		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	210.00	210.00		
180373	BALDWIN CNTY COMMISSION - DENT		00143	704.00	704.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	3,721.00	3,721.00		
	Section 18 Fund		00143	5,220.46	5,220.46		
717	FLEXIBLE BENEFITS	251 9370264	00144	20.84	20.84		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	135.00	135.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	222.92	222.92		
180373	BALDWIN CNTY COMMISSION - DENT		00144	301.00	301.00		
184047	O'BRIEN, DANIEL		00144	175.39	175.39		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	1,820.00	1,820.00		
	Parks Fund		00144	2,675.15	2,675.15		
717	FLEXIBLE BENEFITS	251 9370264	00146	83.34	83.34		
180373	BALDWIN CNTY COMMISSION - DENT		00146	68.00	68.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	382.00	382.00		
	Eastern Shore Metro Planning O		00146	533.34	533.34		
717	FLEXIBLE BENEFITS	251 9370264	00510	775.64	775.64		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	169.50	169.50		
180373	BALDWIN CNTY COMMISSION - DENT		00510	688.00	688.00		
184047	O'BRIEN, DANIEL		00510	140.76	140.76		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	4,072.00	4,072.00		
	Solid Waste Fund		00510	5,845.90	5,845.90		
717	FLEXIBLE BENEFITS	251 9370264	00511	833.79	833.79		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	305.00	305.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	696.00	696.00		
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,257.00	1,257.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00511	6,366.00	6,366.00		
	Solid Waste Collection Fund		00511	9,457.79	9,457.79		
Grand Total(s)			00511	102,171.03	102,171.03		



Baldwin County Commission

Agenda Action Form

File #: 20-1239, **Version:** 1

Item #: FE1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Ronald J. Cink, Budget Director

Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE

DISCUSSION ITEM - Baldwin County Cattle and Fair Association, Inc. Lease Revisions

STAFF RECOMMENDATION

Discuss the attached Baldwin County Cattle and Fair Association, Inc. lease revisions. All recommended revisions are identified on the lease.

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

REAL ESTATE LEASE

STATE OF ALABAMA)

BALDWIN COUNTY)

Parties LEASE AGREEMENT made by and between the Lessor, whose name is Baldwin County (hereinafter referred to as "COUNTY"), and Lessee, whose name is BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC., (hereinafter also referred to as "B.C. CATTLE & FAIR, TENANT or BCCFA").

Term of Lease The lease term shall commence on October 1, 2017, and terminate at midnight on September 30, 2022 (5 years). The term can be extended as the commission wishes

Property & Location This lease covers the finished areas of the coliseum, arena and the subject property as it is described within the Purchase Agreement (See Purchase Agreement attached hereto as Attachment A) and as it is shown within the attached aerial photo (See photo attached hereto as Attachment B and included herein as if fully set forth) located in Baldwin County, Alabama, in the City of Robertsdale, at the address of 19477 Fairground Road, Robertsdale, Alabama 36567 (cumulatively known as the property, the leased property, the leased premises, or the facility) as of the date of full execution. Notwithstanding this provision, the subject leased property, and the use thereof, shall only include the entire finished portion of the arena and coliseum (i.e. the unfinished areas shall not be subject to this Lease), as of the date of full execution subject to the specified and limited use as identified by the attached drawing identified as Attachment C, included herein as if fully set forth, excepting entirely from this Agreement two areas: 1) at least 300+ square feet of secured, finished, interior room within the Coliseum for the exclusive use of the Baldwin County Emergency Management Agency as shown on Attachment C; and 2) at least 300+ square feet of office space that will be subject to lease between the Master Gardeners Association of Baldwin County and the COUNTY, as shown on Attachment C; however, during any time that the B.C. Cattle and Fair is supplying the Master Gardeners Association reasonable and adequate office space, with the

reasonableness and adequacy to be determined by the Master Gardeners Association, and the B.C. Cattle & Fair outside of the Coliseum, then any space within the Coliseum occupied by the Master Gardeners (i.e. 300+ sq ft) can be used by the B.C. Cattle and Fair during such time of vacancy.

Rent

The annual rent shall be Fifteen Thousand Dollars (\$15,000.00) payable on October 1 of each year of the lease.

~~plus fifteen percent (15%) of the net revenue for any and all activities on the property excluding only the revenue received from the annual Baldwin County Fair sponsored by the BCCFA, as evidenced by financial reports as audited by either the COUNTY or a third party on a random or as-needed basis. in advance annual installments with the first payment due upon execution of the Lease. The fifteen percent (15%) of any and all net revenues received during the quarter (excepting only the B.C. annual fair revenues, if any) shall be remitted to the COUNTY in quarterly installments with the first full installment due 90 days (one quarter) from the date of the execution of this Agreement and automatically each quarter thereafter on the same date of the month. At no time shall the B.C. Cattle & Fair withhold any portion of rental payments as payment for any dispute, or repair made, regarding this Agreement or the subject property.~~

Late Payment Penalties

A penalty, in the amount of ten percent (10%) of any outstanding amounts, shall be assessed and compounded each and every quarter to the extent that any portion of any payment is not received by the COUNTY by the date required herein. Said penalty shall be assessed upon any amounts unpaid. Said penalty shall be cumulative and be considered the same as, and as a portion of, the rental payment required herein. This ten percent (10%) penalty shall be assessed to any and all lease payments and/or amounts unpaid, whether or not the same is immediately or subsequently identified, whether or not the same is easily identified, or whether or not the amounts are identified later by an accounting of the records of B.C. Cattle and Fair. Notwithstanding anything herein, the COUNTY maintains the right to

consider any late or nonpayment of rents or penalties as a material default and breach of this Agreement, if not remedied within sixty (60) days.

Insurance

The COUNTY shall maintain its own fire and casualty insurance on the coliseum and arena for use of the leased premises. The B.C. Cattle & Fair shall maintain its own comprehensive general liability insurance which names the COUNTY as an additional insured for use of the leased premises. The COUNTY shall maintain general liability insurance regarding the property. The Tenant shall not maintain any hazardous materials on the leased premises.

Miscellaneous

- (a) The Arena and Coliseum shall both be smoke-free facilities. Any smoking on the subject property shall be confined to areas designated by the COUNTY.
- (b) Excepting service animals for those with disabilities, the Coliseum shall be an animal-free facility.
- (c) B.C. Cattle and Fair shall provide immediate (i.e. within 24-hours) notice to the COUNTY of any disruption of, failure of, or damage to, without limitation, equipment, structures, utilities or any portion of the subject property. At which time, the COUNTY shall make reasonable efforts to correct the issue. At no time shall the B.C Cattle & Fair correct any disruption of, failure of, or damage to without limitation, equipment, structures, utilities or any portion of the subject property without express written authorization to do so from the COUNTY.
- (d) There shall be no permanent changes, alterations, improvements, or additions to any portion of the leased property without prior written approval from the COUNTY unless expressly allowed herein with the exception of any extra electrical outlets that may be needed for activities.
- (e) Any and all furnishings and personal property kept within the Coliseum shall be mobile and/or easily removable in nature pursuant to the respective guidelines established by the Federal Emergency Management Agency (FEMA).
- (f) The failure of the COUNTY, to any extent, to furnish or the interruption or termination of, the services required for herein, in whole or in part, resulting from

causes beyond the reasonable control of the COUNTY, shall not render the COUNTY liable in any respect nor be construed as an eviction (constructive or otherwise) of the B.C. Cattle and Fair, nor relieve TENANT of the obligation to fulfill any covenant in this Lease.

(g) The COUNTY may reasonably create and impose building rules which may be amended from time to time. The TENANT shall make reasonable efforts to ensure that its agents, employees, invitees and visitors comply with such rules, if any. Any rules imposed by the COUNTY shall be supplied to the TENANT prior to their effectiveness and shall not be incompatible with the activities known by the Parties and anticipate to take place on the property to include, without limitation, weddings, dances, civic events, trade shows, religious events, livestock, rodeos and carnival events and those events wherein alcoholic beverages may be served, provided such complies with the Federal, State and local laws.

(h) No payment by B.C. Cattle and Fair, or receipt of payment by the COUNTY, of a lesser amount than the required rent, or any penalties thereon, shall be deemed to be payment of anything other than payment on account of the earliest rent and/or penalties due, nor shall any endorsement made on any check or any letter accompanying any payment be deemed an accord and satisfaction. The COUNTY may accept any such check or payment without prejudice to COUNTY'S right to recover the balance of such rent or pursue any other remedy. This provision shall survive the termination or expiration of this Agreement.

(i) The COUNTY reserves full authority over the property including, without limitation, the right to make changes, alterations or additions to the Property and/or Lease Premises. This right shall include all available legal rights possessed by the COUNTY in relation to COUNTY property and/or assets subject only to the restrictions contained herein provided that such authority does not conflict with FEMA Standards.

(j) The Parties shall maintain a joint calendar of any and all events and activities of the TENANT, or scheduled by the TENANT, that will utilize any portion of the subject property.

Covenants of
B.C. Cattle & Fair

The B.C. Cattle and Fair shall:

a) be responsible for paying all utilities used on the property to include, without limitation, the costs associated with any B.C. Cattle and Fair use of any emergency generators located on the property. Any such use shall be paid by B.C. Cattle and Fair upon the receipt of invoice given by the COUNTY. Any utility costs incurred during times when the COUNTY occupies the facility as an emergency shelter, shall be reimbursed by the COUNTY, to the extent of such use, following a proper accounting of the same.

(b) allow the COUNTY exclusive use of the coliseum and arena without charge including, without limitation, any furnishings and personal property excluding computer equipment located therein, when such use does not conflict with any previously scheduled events of the B.C. Cattle & Fair Association, excepting only times when the COUNTY has declared an emergency to exist, the County activates the property as a shelter, natural disasters and/or acts of God. ~~During times when the COUNTY uses the property for something other than a shelter, the COUNTY shall remit to the B.C. Cattle and Fair fifteen percent (15%) of any gross proceeds or revenue actually received, as a result of such event, if any. Such amounts remitted by the County shall not be considered as a portion of rent as described herein. The County shall be responsible for damages to the personal property of B.C. Cattle & Fair, during the County's use of the facility.~~

B.C. Cattle & Fair further agrees to allow the entry and unrestricted use of all of the subject property including, without limitation, any furnishings and personal property, excluding computer equipment, located therein, during emergencies, disasters and/or acts of God, as needed with the exception of the B. C. Cattle & Fair Director's Office. Notwithstanding anything written herein to the contrary, if the

entire facility is needed for shelter operations, as determined by the Baldwin County Commission, then said access and unrestricted use shall apply to all areas. Should the COUNTY's use of the facility as a shelter interrupt the B.C. Cattle & Fair's annual Baldwin COUNTY Fair, then the COUNTY will reimburse to the B.C. Cattle & Fair reasonable prepaid expenses lost by B.C. Cattle & Fair that are a direct result of the COUNTY occupying the facility during such time. Notwithstanding the above statement, any reasonable prepaid expenses reimbursable by the COUNTY and shall not include potential or lost revenue resulting from any such emergency or disaster.

(c) not assign this Lease Agreement or to sublet the demised premises, or any portion thereof, without written permission of the COUNTY. Notwithstanding this provision, nothing shall prevent the B.C. Cattle & Fair from charging necessary fees for the use of the facility and property. Notwithstanding this provision, nothing shall prevent the B.C. Cattle and Fair from providing to the City of Robertsdale ten (10) days of usage of the facility each calendar year with the terms of such usage at the discretion of the B.C. Cattle and Fair. Any proceeds or benefits as a result of said usage by the City shall not be considered as part of the rent as described herein.

(d) keep the premises clean, kept and in good order the adequacy of which will be determined by the COUNTY including, without limitation, routine repairs and maintenance. Routine repairs and maintenance shall include, without limitation, any maintenance and repairs that do not require a licensed professional, keeping the property clear of debris, keeping the property clear of garbage, and keeping the property free of vermin. A licensed professional shall include, without limitation, AL General Contractor's License, AL Plumbing and Gas Fitter's License, AL HVAC License, and AL Electrician's License. In the event of a dispute as to whether or not a repair or maintenance item is "routine" and the responsibility of the TENANT, then the COUNTY shall make the final determination. The County shall be responsible for all other repairs.

(e) ensure that the COUNTY has, at all times, any necessary security codes, keys, etc., required to fully access all interior and exterior doors, gates and areas throughout the property and facilities excluding the B.C. Cattle & Fair office excepting as authorized by the Baldwin County Commission. This provision shall survive the termination or expiration of this Agreement.

(f) permit COUNTY and their agents to enter on the premises or any part thereof at any time for the purpose of, without limitation, inspecting, examining or exhibiting same or making repairs or alterations as may be necessary for safety or preservation thereof. This provision shall survive the termination or expiration of this Agreement.

(g) surrender possession of the premises upon the termination of this lease, or any extension hereof as herein provided, in as good condition as when received, reasonable wear and tear and accidents happening by fire or other casualties excepted. This provision shall survive the termination or expiration of this Agreement.

(h) immediately surrender full possession of the property when notified by the COUNTY that the property is needed as shelter. Upon surrendering possession, if the entire leased premises are needed as a shelter or for shelter purposes, Baldwin COUNTY Cattle and Fair shall cease activities until notified by the COUNTY that reentry is allowed.

(i) be responsible for providing ground maintenance for the property;

(j) immediately (within 24 hours) notify the COUNTY EMA Director of any and all events to be held on the property, or that will cause any portion of the leased property to be used, without consideration of nature or size.

(k) in relation to their duties and use under this Agreement and their duties and use relating to the subject property, at their sole cost and expense, comply with County, State and Federal ordinances and statutes now in force or which may hereafter be in force. Any such violations, or potential violations, relating to any B.C. Cattle and

Fair duties or use of the subject property shall be remedied immediately at the cost of B. C. Cattle and Fair. Failure to remedy such violations or potential violations shall constitute a breach of this Agreement.

(l) conduct its business and to exercise reasonable efforts to control its agents, employees, invitees and visitors in such manner as not to create any damage, nuisance, or interfere with, annoy or disturb any other tenants or the COUNTY in the operation of the building. This provision shall survive the termination or expiration of this Agreement.

(m) immediately (within 24 hours) notify the COUNTY of any damage, nuisance, interference, annoyance, or disturbance. Notwithstanding any provision herein, the B.C. Cattle and Fair shall be responsible for all costs associated with any such damage, nuisance, interference, annoyance, or disturbance by, or due to, without limitation, any of its agents, employees, invitees or visitors. This provision shall survive the termination or expiration of this Agreement.

(n) shall not allow or permit any mechanic's or materialman's lien or any other lien(s) of whatsoever nature to be placed upon the leased premises or building. Nothing in this Lease shall be deemed or construed in any way as constituting the consent of the COUNTY, express or implied, to any person for the performance of any labor or the furnishing of any materials of all or part of the leased premises, nor as giving the B.C. Cattle and Fair any right, power or authority to contract for or permit the rendering of any services or furnishing thereof that would or might give rise to any mechanic's or materialman's lien or other liens against the leased premises. This provision shall survive the termination or expiration of this Agreement.

(o) shall in the event of a sale or assignment of the COUNTY'S interests in the property, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of power to sale, the lease and all of its terms shall remain in effect.

(p) allow the County full and complete access to all electronics and all manner of communication existing within the property, excepting only personal property owned by the B. C. Cattle and Fair.

**Covenants of
County**

The COUNTY covenants and agrees as follows:

- (a) not to discontinue any service or facility herein contracted for;
- (b) the COUNTY shall keep the leased premises in good repair and tenantable condition which includes only those repairs requiring a licensed professional to perform including, without limitation, AL General Contractor License; AL Plumbing and Gas Fitter License; AL HVAC License; AL Electricians License;
- (c) the COUNTY shall make and maintain the demised premises in a condition that is accessible to and usable by the handicapped in accordance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and applicable federal regulations and standards.
- d) to be responsible for the actual testing of the emergency generators serving the property and any costs associated with such tests. Notwithstanding this provision, nothing shall cause the COUNTY to be responsible for costs associated with the B.C. Cattle and Fair actual use of such emergency generators.
- (e) allow the B.C. Cattle and Fair Association to control access to the public right of way existing on the property subject only to the ability of the County to gain access at any time.

Relationship

Nothing contained in this Lease shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood that neither the provisions contained herein nor acts of the Parties hereto, shall be deemed to create a relationship other than that of Landlord and TENANT.

Severability

If any term or provision of this Lease, or the application thereof to any person or circumstance, be invalid or unenforceable the remainder of this Lease or the application of such term or provision to person or circumstances other than those as

to which it is held as invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Time of the Essence

Except as may be otherwise provided for herein, time is of the essence in this Lease as to all acts of the TENANT and COUNTY.

Transfers of the County

The COUNTY shall have the right to transfer and assign, in whole or in part, all rights and obligations hereunder and in the buildings and leased premises referred to herein, and in such event and upon such transfer the COUNTY shall be relieved of all further obligations hereunder and the B.C. Cattle and Fair agrees to look solely to the interest of the COUNTY'S successor in interest for the performance of such obligations; provided that, such transferee or assignee of the COUNTY'S interest and rights shall be bound by, and must agree to honor, all of the terms and provisions and conditions of the Lease.

Acts of God

This lease shall become null and void at the option of the B.C. Cattle & Fair in the event said leased premises should be destroyed by fire, or any reason whatsoever including acts of God, and the liability of the B.C. Cattle & Fair for rents thereafter occurring under this lease agreement shall cease upon the said happening of any said events, but if said leased premises are partially (less than 50%) damaged by fire ,casualty or any reason whatsoever including acts of God, then the same shall be repaired and restored by the COUNTY as speedily as possible, at the COUNTY's own expense, and from date of such damage until completion of such repairs, an equitable abatement of rent shall be allowed to the B.C. Cattle & Fair.

Subordination

The B.C. Cattle & Fair rights under this lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now, or may hereafter be placed upon the premises; provided that the B.C. Cattle & Fair's tenancy shall not be disturbed, nor shall the covenants and conditions of this lease be invalidated or changed.

Tenant's Remedy

If at any time the County either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the B.C. Cattle

& Fair shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the B.C. Cattle & Fair, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon the Parties in writing, the B.C. Cattle & Fair may cause the default or noticed problem to be corrected. The County shall reimburse any related charges to the B.C. Cattle & Fair upon receipt of invoice for the same.

COUNTY's Remedy

If at any time the B.C. Cattle and Fair either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the COUNTY shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the COUNTY, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon by the Parties in writing, the COUNTY may cause the default or noticed problem to be corrected. The TENANT shall reimburse any related charges to the COUNTY upon receipt of invoice for the same.

Indemnification.

To the fullest extent permitted by law, the B.C. Cattle and Fair shall defend, indemnify, and hold harmless the COUNTY from and against all claims, damages, losses including death, and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from any and all acts or omissions of the B.C. Cattle and Fair, its employees, servants, or its agents relating to, as a result of, contemplated by, or allowed for herein.

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 B. C. Cattle & Fair 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.

Drug-Free Workplace.

In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Agreement, B. C. Cattle & Fair certifies that it is responsible for knowing, and will comply with, the standards of the BCC drug-free work place.

Discrimination Clause

B. C. Cattle & Fair will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. B. C. Cattle & Fair shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

Debarment and Suspension

The B.C. Cattle & Fair warrants and represents to the COUNTY that neither the B.C. Cattle & Fair nor any of the B.C. Cattle & Fair's trustees, officers, directors, agents, servants, and employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Notices

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

B.C. Cattle & Fair: Post Office Box 1491
 Robertsdale, Alabama 36567

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

Entire Understanding This Lease shall supersede and take the place of all previous agreements and leases and shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Amendments This Agreement may be amended, modified or altered in any respect so long as such amendment, modification or alteration is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNATURE PAGE TO FOLLOW

LESSOR:
BALDWIN COUNTY, ALABAMA

By: _____/_____
Billie Jo Underwood, Chairman Date

ATTEST:

_____/_____
Wayne Dyess, County Administrator Date

LESSEE:
BALDWIN COUNTY CATTLE & FAIR
ASSOCIATION, INC.

By: _____/_____
George Campbell, President Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public in and for said county in said state, hereby certify that Billie Jo Underwood, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public in and for said county in said state, hereby certify that, George Campbell, whose name as President of Baldwin County Cattle & Fair Association, Inc., a corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Cattle & Fair Association, Inc., on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____



Baldwin County Commission

Agenda Action Form

File #: 20-1250, **Version:** 1

Item #: FE2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: New

From: Ronald J. Cink, Budget Director

Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE

DISCUSSION ITEM - Purchase of Land from the City of Bay Minette (Bay Minette Police Department Complex)

STAFF RECOMMENDATION

Discuss the proposed purchase of land from the City of Bay Minette. The purchase agreement would include a lease option for the City of Bay Minette related to a building located on the property. The lease option has yet to be finalized.

The purchase price is currently \$895,000.00. The Law Enforcement Money Market Account would fund \$700,000.00 and the Sheriff's Department would fund \$195,000.00 (General Fund).

The purchase agreement is attached.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: A portion of the plan for the new jail was the purchase of land from the City of Bay Minette. There is a building on the land that the City of Bay Minette would like to lease for a period of time after the sale of the land.

FINANCIAL IMPACT

Total cost of recommendation: TBD (purchase price is 895,000.00/ lease option expense/revenue is TBD)

Budget line item(s) to be used: The Law Enforcement Money Market Account would fund \$700,000.00; the General Fund would cover the remaining \$195,000.00 via budgeted and available funds in 52100.5500.

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

LEGAL IMPACT

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

Reviewed/approved by: IN PROGRESS - BRAD HICKS, COUNTY ATTORNEY

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Department Staff

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

Additional instructions/notes: N/A

RESOLUTION NUMBER 0620-05

Authorizing Mayor to Execute Purchase Agreement between
The City of Bay Minette and Baldwin County

BE IT RESOLVED, by the City of Bay Minette as follows:

That the City of Bay Minette will enter into a purchase agreement between The City of Bay Minette and Baldwin County which agreement is before this Council;

That the agreement be executed in the name of the City of Bay Minette, for and on behalf of the City by its Mayor or His Designee.

That it be attested by the Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City Council.

I, the undersigned qualified and acting City Clerk of the City of Bay Minette, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council held on the 2nd day of June 2020, and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the official seal of the City on this 2nd day of June 2020.


Robert A. "Bob" Wills, Mayor


Rita Diedtrich, City Clerk



PURCHASE AGREEMENT

This Purchase Agreement entered into on the ____ day of _____, 2020 ("Effective Date") is between the City of Bay Minette, Alabama, an Alabama municipal corporation ("Seller") and Baldwin County, Alabama, a political subdivision of the State of Alabama ("Buyer").

1. **Property.** Buyer will buy and Seller will sell, subject to the terms and conditions hereinafter set forth, those parcels of real property and all improvements located thereon, owned by Seller identified by the Baldwin County Revenue Commissioner as Parcel Number 23-02-09-4-401-003.000, also identified by PPIN 10950 and Parcel Number 23-02-09-4-401-001.001, also identified by PPIN 209807. The foregoing parcels are herein after referred to collectively as the "Property". The Property is more particularly depicted on Exhibit "A" which is attached hereto and is hereby made a part hereof. It is acknowledged by the parties hereto that an accurate legal description of the Property is not available at this time. The legal description of the Property shall be provided at a later date as determined by a survey.

2. **Purchase Price.** The total purchase price ("Purchase Price") for the property shall be Eight Hundred Ninety-Five Thousand and No/100 Dollars (\$895,000.00). The Purchase Price shall be payable in cash at closing.

3. **Conditions.** Consummation of the purchase of the Property shall further be subject to the satisfaction of Buyer and Seller, in the sole discretion of each, of all of the following conditions:

A. That Seller will be able to convey title to the Property to Buyer in fee simple, good and marketable of record and in fact, free and clear of any and all liens, conditional sales agreements, covenants, conditions, mortgages, security interests, leases, restrictions, easements, options, claims, unrecorded easements, or other encumbrances or title exceptions of any kind, subject only to exceptions approved by Buyer in writing, which conveyance shall be by statutory warranty deed in proper form for recording. Provided, however, in connection with that portion of the Property known as Lots 1-6 of Block 25 of the Hand Land Company's Addition to the Town of Bay Minette, the last known deed identifies the Public Building Authority of the City of Bay Minette, Alabama ("Building Authority") as the "Grantee". Title to Lots 1-6 was previously vested in the name of the Building Authority as a result of previously outstanding bond indebtedness which was refunded, in full, in 2013. It is the understanding of the parties that certain curative steps may be required in order to close the transaction provided for herein, satisfaction of which is a condition to closing. Seller, at its sole cost, agrees to take all such curative steps reasonably required by the Title Commitment in order to convey title to the Property, including Lots 1-6, to Buyer.

B. That the Buyer shall within five (5) business days of the Effective Date, order a commitment for title insurance ("Title Commitment") from Alabama Land Title Co. ("Title Company"). The Title Company shall serve as the closing agent for this transaction. Buyer shall review the Title Commitment within fifteen (15) days of Buyer's receipt of it and communicate to Seller in writing within such time period any encumbrances, easements or other title exceptions to which Buyer objects. Any encumbrances, easements, or other title exceptions existing as of the date of such Title Commitment to which Buyer does not so object during said fifteen (15) days period shall be deemed accepted by Buyer, but such acceptance shall not extend to such exceptions arising subsequent to the date of the Title Commitment. Should an examination of the title reflect defects which, in the opinion

of Buyer, can be reasonably cured, then Seller shall have fifteen (15) days from receipt of written notice thereof from Buyer within which the fifteen (15) day period granted to Seller for the curing of same. In the event Seller is unable to cure any such title defect with said fifteen (15) day period, Buyer, at its election, shall have the right to either (i) waive the defect(s) and proceed to closing; or (ii) terminate this Agreement.

C. That the Buyer, at its sole expense, shall be able to obtain a current survey of the Property prepared by a surveyor licensed or registered in the State of Alabama.

D. Buyer shall have the option, at its sole expense, of obtaining a current Phase I Environmental report as to the Property. If such report reveals the presence of any Hazardous Substances (as defined below) on the Property, then Seller shall have the option of causing such substances to be removed at its sole expense. In the event Seller elects not to remove the Hazardous Substances then Buyer shall have the option, in its sole discretion to terminate this Agreement or waive this requirement and proceed to closing.

E. That Buyer and Seller will negotiate the terms and conditions of a post-closing lease of a portion of the Property (essentially, that area currently occupied by the Bay Minette Police Department). The lease will be in form as mutually agreed upon by the parties, each in its sole and absolute discretion. The parties agree that the term of the lease will be for a minimum period of two (2) years and will contain a minimum of two (2) renewal options, each being for a period of one (1) year, to be exercised by Seller, in its sole discretion.

F. That the Buyer and Seller will negotiate a license agreement that will allow the Seller to access, maintain and use the radio tower currently located on the Property. The license will be in form as mutually agreed upon by the parties, each in its sole and absolute discretion.

4. **Seller's Representations, Warranties and Agreements.** Seller hereby represents and warrants to Buyer as follows:

A. Subject to the matters set forth in Section 3(A), above, that Seller is the sole owner of the Property, and it is owned in fee simple, subject to only such matters as are disclosed on the commitment for title insurance.

B. That the Property is not the subject of any outstanding agreement with any party pursuant to which any such party may acquire an interest in the Property.

C. That Seller has received no notice of taking or condemnation, actual or proposed, with respect to the Property.

D. That between the date hereof and the closing date Seller shall not sell, transfer, convey, or pledge the Property, or any part thereof, or take any other action, or permit any action to be taken by any other person, that might affect title to the Property or otherwise impair the value of the Property to Buyer.

E. That Seller has requisite power and authority to execute and deliver this Agreement and carry out its obligations hereunder and the transactions contemplated hereby. The Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by

Seller and will constitute Seller's legal, valid, and binding obligation. The consummation by Seller of the sale of the Property is not nor will it be in violation of or conflict with, nor does it constitute a default under, any terms or provisions of any agreement or instrument to which Seller is a party, or by which Seller is bound, or of any provisions of applicable law, ordinance, rule, or regulation of any governmental authority or of any provision of any applicable order, judgment, or decree of any court, arbitrator, or governmental authority.

F. That no default or breach exists under any documents, covenant, condition, restriction, right-of-way, or easement affecting the Property or any appurtenance thereto.

G. That there is no litigation or proceeding pending or threatened against Seller which relates to the Property.

H. During the period of time that the Seller has owned the Property, it has been exempt from all general real estate and ad valorem taxes.

I. Seller hereby expressly represents, warrants and covenants that to the actual knowledge of Seller no person has used or permitted any Hazardous Substances (as herein defined) to be placed, held, stored or disposed of on the Property, or any portion thereof, in violation of any Environmental Laws (as defined herein). The term "Hazardous Substances" shall mean asbestos, petroleum products and by-products, any other hazardous or toxic building material, and any hazardous, toxic, or dangerous waste, substances or material defined as such in or for the purposes of the Environmental Laws. The term "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et. seq.), any so-called "Super-fund" or "Super-lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards or conduct concerning, any hazardous, toxic, or dangerous waste, substance or material or underground storage tanks, now in effect. In this regard, Seller will deliver to Buyer of such Property copies of all environmental reports and data dealing with the Property which are in the possession of Seller.

All of the foregoing representations and warranties shall be deemed to be true, to the best of Seller's knowledge, as of the date hereof and shall be true on the closing date. In the event that any of the foregoing representations or warranties should not be true during the period commencing on the date hereof and ending on the closing date, Seller agrees to perform such actions as may be necessary to cure such defects prior to the closing date.

5. **Buyer's Representations, Warranties and Agreements.** Buyer hereby represents and warrants to Buyer as follows:

A. That Buyer has requisite power and authority to execute and deliver this Agreement and carry out its obligations hereunder and the transactions contemplated hereby. The Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Buyer and will constitute Buyer's legal, valid, and binding obligation. The consummation by Buyer of the sale of the Property is not nor will it be in violation of or conflict with, nor does it constitute a default under, any terms or provisions of any agreement or instrument to which Buyer is a party, or by which Buyer is bound, or of any provisions of applicable law, ordinance, rule, or regulation of any governmental authority or of any provision of any applicable order, judgment, or decree of any court, arbitrator, or governmental authority.

B. Buyer is acquiring the Property in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition without any representation or warranty of Seller, express, implied or statutory, as to the nature or condition of or title to the Property or its fitness for Buyer's intended use of same. Buyer is familiar with the Property. Buyer is relying solely upon its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property.

6. **Closing Costs.** Seller shall be responsible for preparation of the deed. All remaining closing costs shall be divided equally between Buyer and Seller. Each party will be responsible for such party's attorney fees.

7. **Closing.** Closing shall take place at a mutually agreeable time and location within seven (7) days after Buyer and Seller are ready to close, but in no event later than sixty (60) days from the Effective Date. Time shall be of the essence.

8. **Risk of Loss and Possession.** Risk of loss and possession shall shift from Seller to Buyer at closing.

9. **Real Estate Agents.** Buyer and Seller represent that neither has consulted or engaged any broker who may be entitled to a commission, finder's fee, etc. as a result of this transaction.

10. **Condemnation.** If, prior to the closing date, there arises a threat of condemnation or an actual condemnation as to any portion of the Property, Buyer shall have the right to elect (i) to decline to purchase the Property, in which event Buyer shall have no further responsibility to Seller, or (ii) to purchase the Property by paying the full purchase price and reserving the right to receive any condemnation award, or (iii) to purchase the Property by reducing the purchase price in the amount of the condemnation award and to allow Seller to receive any such condemnation award.

11. **Inspection of Property.** Seller hereby grants to Buyer and its agents and representatives a license to enter onto the Property at all times during the term of this Agreement and to perform such examinations of the Property and to make such surveys, soil borings, and other tests as Buyer deems necessary to determine the condition of the Property, provided said tests shall not be so exercised as to damage the Property materially. To the maximum extent permitted under Alabama law, Buyer hereby indemnifies, protects, defends and holds Seller and the Property free and harmless from and against any and all costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys' fees, mechanic's liens, or expenses of any kind or nature whatsoever, arising out of or resulting from (i) any entry and/or activities upon the Property by Buyer, Buyer's agents, contractors and/or subcontractors, and/or the contractors and subcontractors of such agents, or (ii) from the enforcement of this agreement of indemnity or the assertion by Buyer of any defense to its obligations hereunder; provided that in no event shall Buyer have to indemnify Seller for Buyer's mere discovery of any pre-existing adverse condition at the Property.

12. **Survival of Covenants.** Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the closing of the transaction contemplated hereby, shall survive the closing and shall not be merged therein.

13. **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the following addresses:

Notice to Seller

City of Bay Minette
301 D'Olive Street
Bay Minette, Alabama 36507
Attn: Tammy Smith

Notice to Buyer

Baldwin County
312 Courthouse Square
Bay Minette, Alabama 36507
Attn: Wayne Dyess

14. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Alabama. All obligations of the parties created hereunder are performable in Baldwin County, Alabama.

15. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.


16. **Miscellaneous.** This Purchase Agreement contains the entire understanding between the parties, and supersedes any prior or contemporaneous oral or written agreements or representations. No amendment to this Purchase Agreement shall be binding unless same is in writing and signed by both parties. The captions or paragraph headings are for convenient reference only and shall not be used in the interpretation of this Agreement. Faxed copies or photocopies of signed documents shall have the same force and effect as originals.

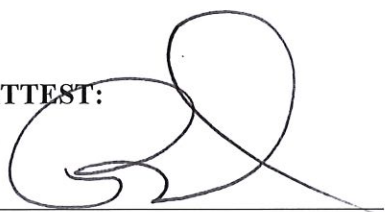
[Signature Page to Follow]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement on the date or dates set forth opposite the signatures of each party, respectively.

CITY OF BAY MINETTE, ALABAMA
a municipal corporation

Date: 6/02/2020

By: 
ROBERT A. WILLS
Its: Mayor

ATTEST:

Rita Diedtrich
City Clerk



BALDWIN COUNTY, ALABAMA
a political subdivision

Date: _____

By: _____
BILLIE JO UNDERWOOD
Its: Chairman

ATTEST:

Wayne Dyess
County Administrator

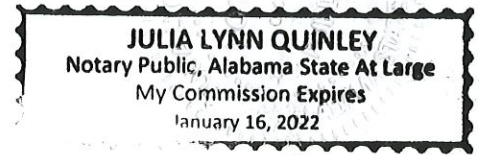
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Julia Lynn Quinley, a Notary Public, in and for said County in said State, hereby certify that ROBERT A. WILLS whose name as Mayor of the City of Bay Minette, Alabama, and Rita Diedrich, whose name as City Clerk of the City of Bay Minette, Alabama, are signed to the foregoing instrument and who are known to me, personally appeared and acknowledged before me on this day that, being informed of its contents, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Bay Minette, Alabama, for the purposes set forth therein on the date below.

Given under my hand and seal this 2nd day of June, 2020.

Julia Lynn Quinley
Notary Public
My Commission Expires: 1-16-2022



STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, personally appeared and acknowledged before me on this day that, being informed of its contents, as such officers and with full authority, executed the same voluntarily for and as the act of the Baldwin County Commission for the purposes set forth therein on the date below.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

Viewer Map



June 4, 2020

polygonLayer

Parcels

Lot Lines

 Centerlines

 County Boundary

 Coastal Control Line

 Misc

Exhibit A

1:1,128

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),



Baldwin County Commission

Agenda Action Form

File #: 20-1277, **Version:** 1

Item #: HA1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: Addendum

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Right of Entry Agreement - Baldwin County Economic Development Alliance, Inc.

STAFF RECOMMENDATION

Authorize the Chairman to execute a Right of Entry Agreement between the Baldwin County Commission and the Baldwin County Economic Development Alliance, Inc. (BCEDA) to grant permission to BCEDA, its employees, agents, or contractors, to enter the Property and begin relocating its furniture, fixtures and equipment, setting up its office and preparing to occupy the Property under an amended lease.

The term of this Agreement shall be from the date on which this Agreement has been executed by both parties and terminate on July 21, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The BCEDA will be allocated office space in the Fairhope Courthouse 2nd Floor beginning July 21, 2020. In the interim, BCEDA will need permission granted by the Commission for its employees, agents, or contractors, to enter the property and begin relocating its furniture, fixtures and equipment, setting up its office and preparing to occupy the property.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Yes, County Attorney to review and approve right of entry agreement.

Reviewed/approved by: Approved by Brad Hicks 06/30/2020 akq

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - Have agreement executed by BCEDA and Chairman on July 7, 2020 and provide a copy to Lee Lawson, BCEDA.

Cc:

Wanda Gautney
Wayne Dyess
Junius Long
Brian Peacock
Michelle Howard

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

Additional instructions/notes: N/A

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (“Agreement”), is made as of the 7th day of July, 2020, between the BALDWIN COUNTY COMMISSION (“Commission”) and the BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE (“BCEDA”).

WITNESSETH:

WHEREAS, the Commission currently leases property to BCEDA at 22251 Palmer Street in Robertsedale, Alabama;

WHEREAS, the Commission has constructed new office space at 1100 Fairhope Avenue in Fairhope, Alabama (the “Property”), some of which is anticipated will be occupied by BCEDA;

WHEREAS, the Commission is going to grant permission to BCEDA, its employees, agents, or contractors, to enter the Property and begin relocating its furniture, fixtures and equipment, setting up its office and preparing to occupy the Property under an amended lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the mutual covenants described in the current lease agreement between the parties, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. The Commission grants to BCEDA the right of entry and license to enter upon the Property for the purpose of locating and storing furniture, fixtures and equipment, and preparing the Property for use as an office (“activities”). BCEDA shall be responsible for any and all costs related to the activities permitted herein.
2. BCEDA agrees to comply with all local, state and federal laws, rules and ordinances applicable to the activities permitted herein. BCEDA further agrees to exercise due care in the performance of all activities permitted herein, and not to unreasonably interfere with the Commission or any other party's activities on the Property.
3. BCEDA agrees to indemnify and save the Commission, its employees, agents or contractors, harmless from and against any and all liability, damage, expense, claims, liens or judgments, including reasonable attorney’s fees, resulting from injury to person or damage to property resulting from or arising out of the activities permitted herein. This indemnification obligation shall survive the expiration or termination of this Agreement.
4. The term of this Agreement shall be from the date on which this Agreement has been executed by both the Commission and BCEDA to the earlier of the Commission and BCEDA entering into an amended lease agreement or July 21, 2020.
5. This Agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

BALDWIN COUNTY COMMISSION

By: _____
BILLIE JO UNDERWOOD
Its: Chairman

BALDWIN COUNTY ECONOMIC
DEVELOPMENT ALLIANCE

By: _____
LEE LAWSON
Its: President and CEO



Baldwin County Commission

Agenda Action Form

File #: 20-1271, **Version:** 1

Item #: HA2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: Addendum

From: Wayne Dyess, County Administrator

Submitted by: Michelle Howard, Commission Executive Assistant

ITEM TITLE

Space Allocation in County Facilities - Allocation of Space at the Baldwin County Fairhope Satellite Courthouse and Courthouse Campus in Fairhope, Alabama - Resolution #2020-100

STAFF RECOMMENDATION

Take the following action:

Baldwin County Fairhope Satellite Courthouse and Courthouse Campus - Fairhope

In the City of Fairhope, Alabama, and pursuant to the authority granted the Baldwin County Commission at §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, and without limitation, adopt Resolution #2020-100 of the Baldwin County Commission, which designates the rooms to be occupied in the Baldwin County Fairhope Satellite Courthouse and further, to authorize the space allocations and offices applicable to the Baldwin County Fairhope Satellite Courthouse Campus.

(Resolution #2020-100 repeals Resolution #2018-114, adopted by the Baldwin County Commission on August 21, 2018.)

BACKGROUND INFORMATION

Previous Commission action/date: August 21, 2018

Background: According to Alabama General Law and Baldwin County Local Law, as recited in the attached resolution, the Baldwin County Commission has the sole authority to locate the courts and designate the office space to be utilized by the various county officers and/or offices at all Baldwin County Commission facilities. The last space allocation change done for the Baldwin County Fairhope Satellite Courthouse in Fairhope was approved by Resolution #2018-114, adopted August 21, 2018. The proposed Resolution #2020-100 would repeal Resolution #2018-114. This space allocation allows the Baldwin County Legislative Delegation (Senate District 32) and Baldwin County Economic Development Alliance, Inc., to utilize office space on the second floor of the Fairhope Satellite Courthouse.

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: Administration - Update Space Allocations and Resolutions Library on BCAP

Cc: Michelle Howard, Fairhope Commission Office
Cliff McCollum, Legislative Delegation

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2020-100
OF THE
BALDWIN COUNTY COMMISSION**

EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO AUTHORIZE, BY ORDER AS ENTERED UPON THE MINUTES OF THE AUGUST 21, 2018, REGULAR MEETING, THE LOCATION OF THE COURTS IN THE ROOMS OF THE BALDWIN COUNTY (FAIRHOPE) SATELLITE COURTHOUSE LOCATED IN THE CITY OF FAIRHOPE, ALABAMA, AND TO DESIGNATE THE ROOMS TO BE OCCUPIED BY THE DIFFERENT OFFICES LOCATED THEREIN; FURTHER, TO AUTHORIZE SPACE ALLOCATIONS AND OFFICES APPLICABLE TO THE BALDWIN COUNTY (FAIRHOPE) SATELLITE COURTHOUSE CAMPUS.

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

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

COMES NOW, this honorable county governing body desiring, by this instrument, to update the designation of the location of the courts in the rooms of the Baldwin County (Fairhope) Satellite Courthouse; further, to update the designation of the rooms to be occupied by the offices located therein pursuant to the floor plan rendering of said Baldwin County (Fairhope) Satellite Courthouse and; further, to update the designation of the rooms to be occupied by the offices located in the Baldwin County (Fairhope) Satellite Courthouse Campus [i.e. adjoining the Baldwin County (Fairhope) Satellite Courthouse proper]; now therefore

BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority granted the Baldwin County Commission in §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County Commission hereby, and by this instrument, deems it best and most expedient to locate the courts in the rooms of the **Baldwin County (Fairhope) Satellite Courthouse and Campus** as located 1100 Fairhope Avenue in Fairhope, Alabama, and designate the rooms to be occupied by the offices located therein as follows:

Courthouse First Floor

See Exhibit A hereto

Courthouse Second Floor

See Exhibit B hereto

Fairhope Beige Brick Building

See Exhibit C hereto

Springer House

See Exhibit D hereto

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2020-100 of the Baldwin County Commission*, be entered and spread upon the minutes of this July 7, 2020, regular meeting (term) of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, that *Resolution #2018-114* (adopted at the August 21, 2018, regular meeting) is expressly repealed.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 7th day of July 2020.

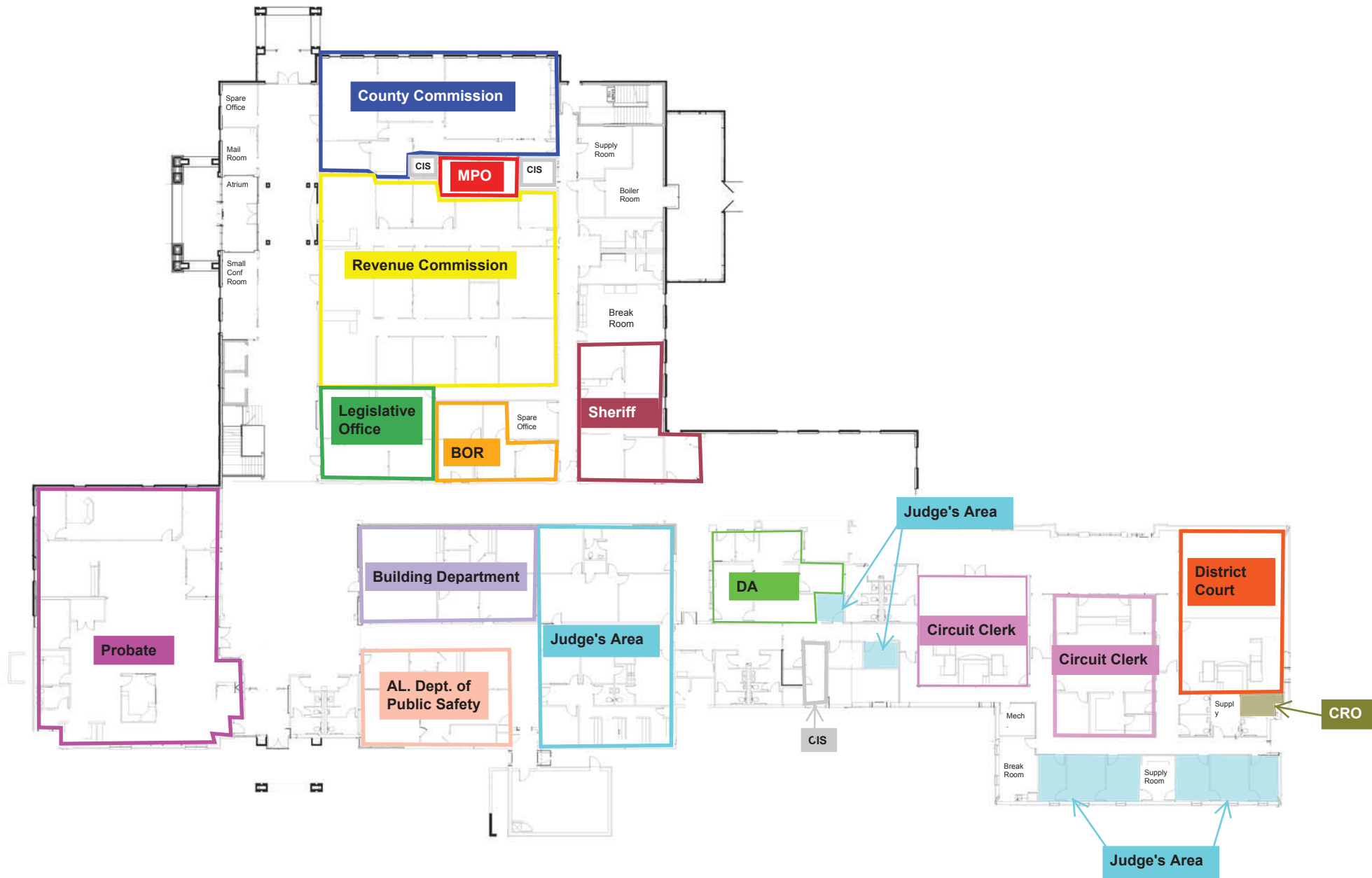
Commissioner Billie Jo Underwood, Chairman

ATTEST:

Wayne Dyess, County Administrator

Fairhope Satellite Courthouse

1st Floor



Commission

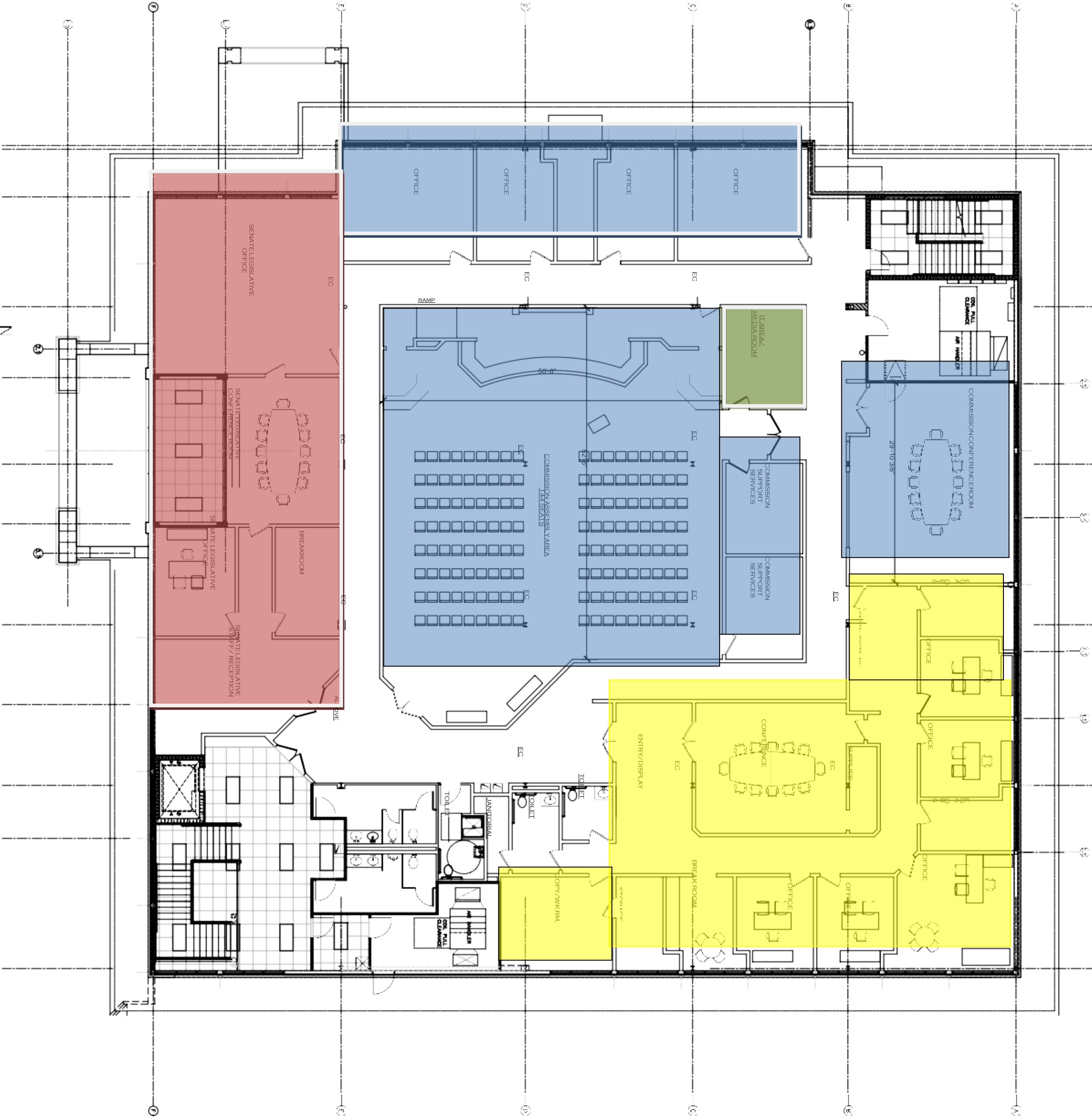
Legislative Delegation

Economic Development Alliance

CIS

EXHIBIT B

PRELIMINARY FLOOR PLAN
SCALE: 1/8" = 1'-0"



Interior Build-Out of an Existing Space
BALDWIN COUNTY COMMISSION
Second Floor Satellite Courthouse
Fairhope, Alabama

ISSUE	DATE	DESCRIPTION
1.	4-26-19	FOR REVIEW
2.	5-3-19	UPDATED PLAN
3.	7-12-19	For Commission Final Review

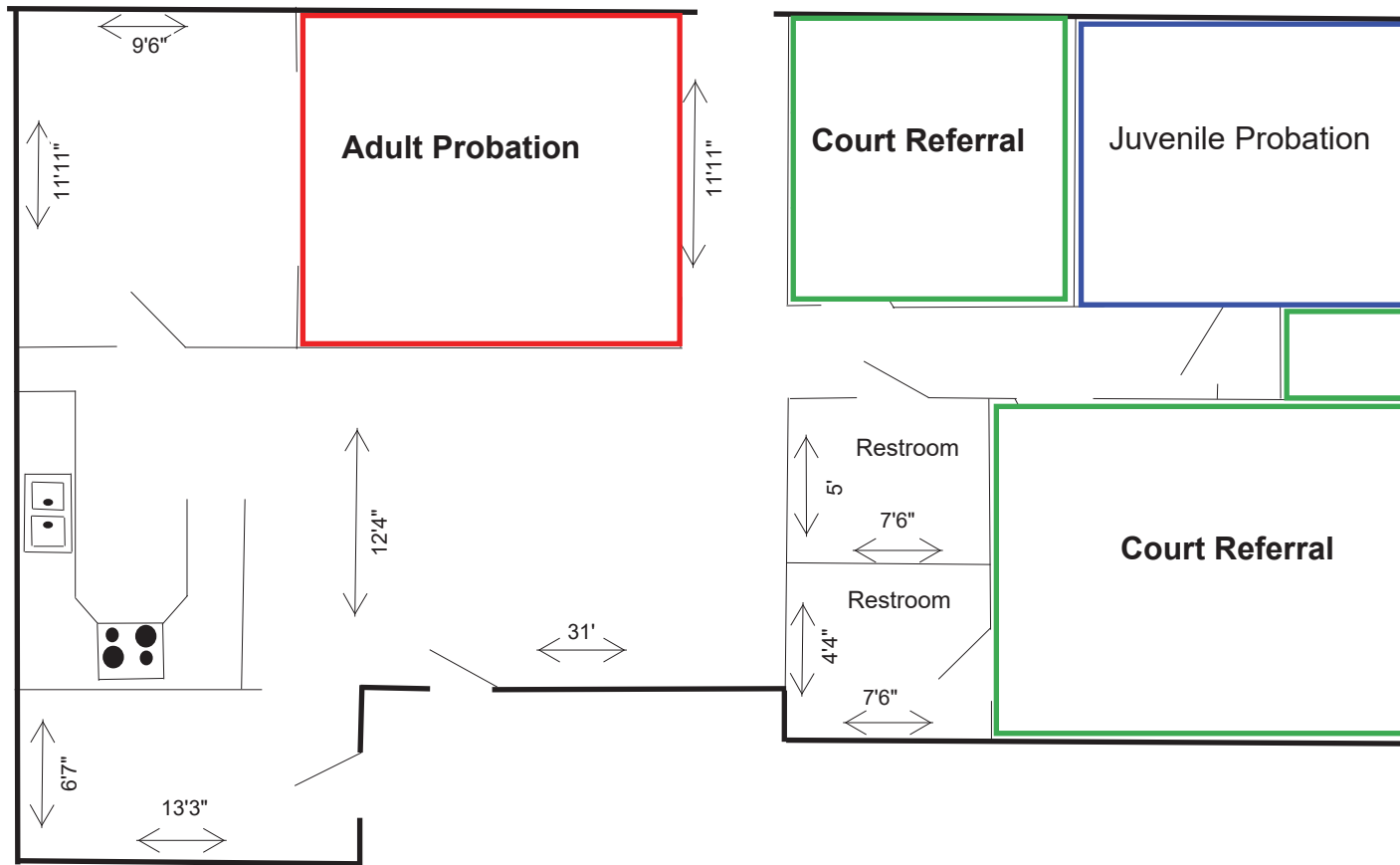
ADAMS STEWART
ARCHITECTS, LLC
Architecture, Planning
Interiors, Construction Administration

P.O. Box 529
22615 Highway 59 North
Robertsdale, Alabama 36567
Office: 251.947.3864
Fax: 251.947.3138

PROJECT NO. 19-017
DRAWN BY: AMB
CHECKED BY: JTS
SHEET NO.:
Preliminary floor plan
A1.0

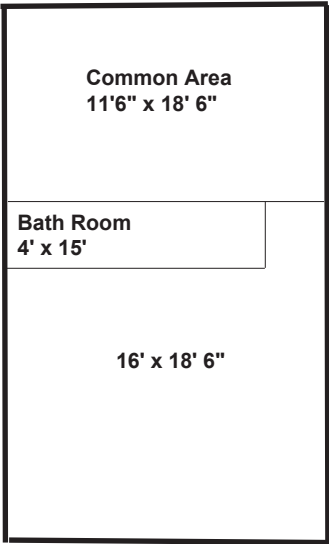
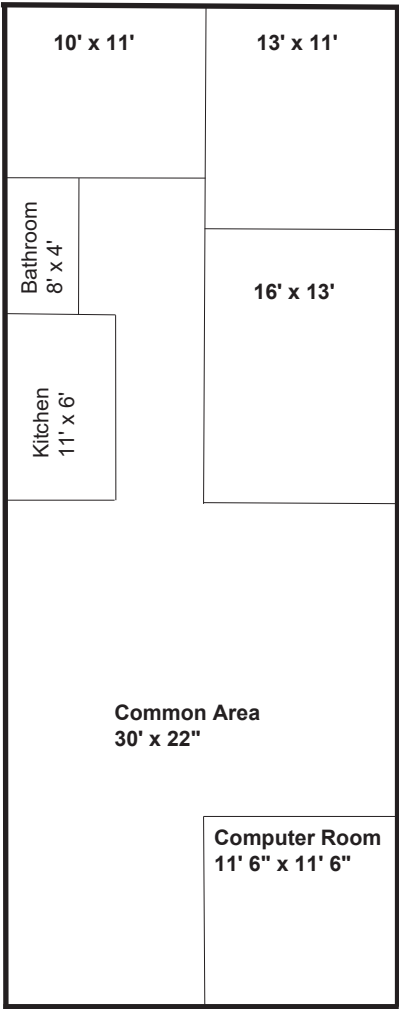
Fairhope Tan Brick Building

EXHIBIT C



Springer House
20609 Bishop Road
Fairhope

Currently Vacant





Baldwin County Commission

Agenda Action Form

File #: 20-1281, **Version:** 1

Item #: HA3

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: Addendum

From: Charles F. Gruber, Commission District 4

Submitted by: Jeannie Peerson, Commission Executive Assistant

ITEM TITLE

GoRail Joint Letter to Congress

STAFF RECOMMENDATION

Authorize the Chairman to execute correspondence to the Surface Transportation Board (STB) with a copy to the members of the House Transportation and Senate Commerce Committees in support for continued balanced economic regulation and calls for no additional requirements to the freight rail industry.

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: Administration

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

Forward executed correspondence to:

Christy Sammon, State Director of GoRail: csammon@gorail.org

Additional instructions/notes: N/A

Ann D. Begeman, Chairman
Martin J. Oberman, Vice Chairman
Patrick J. Fuchs, Board Member
Surface Transportation Board
395 E Street SW
Washington, DC 20423

Dear Chairman Begeman, Vice Chairman Oberman and Board Member Fuchs:

This year marks the 40th anniversary of the enactment of the Staggers Rail Act. We write to urge the Board to maintain the balanced underlying economic framework that has been the bedrock of your decisions and ensure that no actions you take undermine the ability of freight railroads to reinvest in the rail network.

Any action inhibiting freight rail investment would threaten economic development and quality of life in our communities, precipitate job losses in the rail supply and contracting sectors, and undercut safety, efficiency and productivity across the rail network, affecting all railroads, small and large.

As you know, the Staggers Act established a visionary approach to regulation that sparked a freight rail renaissance and continues to provide measurable benefits to businesses, consumers, taxpayers and our economy.

This landmark, bipartisan legislation was necessary because decades of rigidly prescriptive federal overregulation had decimated the U.S. freight rail network. Bankruptcies were commonplace, rail rates were rising, safety was deteriorating, and rail infrastructure and equipment were in increasingly poor condition because railroads simply could not earn enough to pay for basic upkeep, let alone innovation and improvements.

Since the implementation of a balanced system of economic regulation under the Staggers Act, which protects rail customers while allowing railroads to manage their assets and pricing, U.S. freight railroads have invested hundreds of billions of dollars in the rail network. Rail traffic has doubled, rail productivity has more than doubled, rail rates are down more than 40 percent, and recent years have been the safest on record.

Freight railroads' massive, post-Staggers investments in infrastructure, equipment and technology transformed a failing rail system into a high-tech, highly efficient, interconnected network that links American communities, businesses and consumers to markets across the country and around the world.

This is important to us and to our country. Every ton of freight moved by rail promotes economic development, mitigates pollution, eases worsening highway congestion and saves taxpayers money. Railroads are four times as fuel efficient as other modes of transport and

emit 75 percent fewer greenhouse gases. Additionally, railroads do not require the significant public spending that subsidizes other modes.

Railroads are in the midst of revolutionary technological innovation as they adapt to meet changing customer demands and maintain their status as the safest, most efficient way to move freight over land.

We implore the Surface Transportation Board to preserve the delicate regulatory balance created by the Staggers Act, allowing freight railroads to innovate, adapt and reinvest in the rail network. Our communities, our businesses and our employees depend on it.

Sincerely,

CC: U.S. Senate Commerce, Science & Transportation Committee
U.S. House Committee on Transportation & Infrastructure

I authorize GoRail to include my name / organization on the joint letter to Congress and the STB.

Name / organization as I would like it to appear on the letter:

Signature:

_____ Date: _____

BALANCED ECONOMIC REGULATION IS WORKING

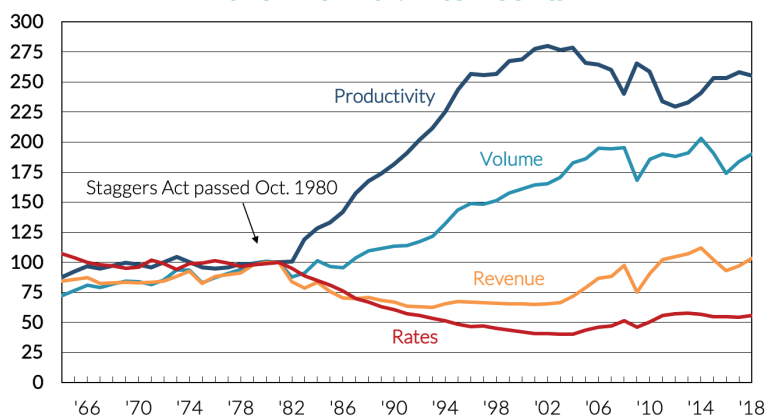
Smart, balanced regulations work.

America's thriving freight rail network is proof that smart and balanced government regulation can work – both for the regulated industry and the public. The performance of U.S. freight railroads in the years prior to 1980 and following passage that year of the landmark Staggers Rail Act presents a stark “before and after” portrait showing just how important smart public policy is to our economy.

Prior to 1980, decades of stifling federal over-regulation had devastated freight railroads. A convoluted system of economic regulation made it impossible for railroads to earn enough revenue or attract sufficient capital to reinvest back into the rail network. More than 20 percent of U.S. rail miles were operated by railroads in bankruptcy. Rail rates were rising faster than inflation, and the rail market share for freight shriveled as more and more shippers turned to trucks.

The Staggers Act created a balanced regulatory system with a visionary, market-based framework that protects shippers against unreasonable railroad conduct and provides them with a venue for addressing rail service concerns while also allowing railroads to largely decide for themselves how to manage their assets and price their services. This allows railroads to grow revenues and earn enough to make massive, necessary investments into track, technology and equipment.

FREIGHT RAIL UNDER STAGGERS



FAST FACTS: RAIL RENAISSANCE

- Improved profitability has allowed freight railroads to pour \$710 billion of their own funds back into their systems since 1981 to create a network that is second to none.
- In 2017, Class I railroads supported over 1.1 million jobs and generated nearly \$219.5 billion in economic input.
- Railroads haul about one third of U.S. exports, allowing American industries to compete abroad.
- Recent years have been among the safest in history for railroads.
- Railroads continue to improve efficiency, moving one ton of freight an average of 479 miles on a single gallon of diesel. Because railroads are four times more fuel efficient than trucks, they emit 75% fewer greenhouse gases per ton-mile.
- Hundreds of short line and regional railroads formed since Staggers and are preserving rail service and rail jobs that otherwise would have been lost.



425 3rd St SW, Ste 940
Washington, DC 20024
202-808-3230
www.gorail.org



Baldwin County Commission

Agenda Action Form

File #: 20-1282, **Version:** 1

Item #: HA4

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: Addendum

From: Huey Hoss Mack, Sheriff

Submitted by: Connie Dudgeon, Director of Finance, BCSO

ITEM TITLE

Intergovernmental Support Agreement between Naval Air Station Whiting Field, Florida and the Baldwin County Sheriff's Office for Conducting Emergency Vehicle Operations Course at NOLF Silverhill

STAFF RECOMMENDATION

Approve the Intergovernmental Support Agreement (IGSA) between Naval Air Station Whiting Field, Florida (NASWF) and the Baldwin County Sheriff's Office (BCSO) allowing NASWF to provide space on unused taxiways/runways at Naval Outlying Field (NOLF) Silverhill for the BCSO to conduct Emergency Vehicle Operations Course (EVOC) training. This Agreement shall be for one federal fiscal year from the last dated signature on this Agreement and renewable for successive, one-year option periods for nine (9) additional years. This IGSA may be terminated unilaterally by either Party upon 60 calendar day written notice to the Point of Contacts designated in this IGSA.

BACKGROUND INFORMATION

This IGSA is the result of the Parties' mutual efforts to reduce costs, create efficiencies, build relationships and enhance mission effectiveness. The IGSA is intended to promote collaboration between the Parties by creating economies of scale and leveraging each Party's strengths.

The purpose of this IGSA is to outline the roles and responsibilities of the Parties, identify the services to be furnished by BCSO, the prices to be paid by the United States, and the appropriate reimbursement, indemnification, and liability procedures.

Previous Commission action/date: None

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: Commission Administration and Tammy Rider, BCSO

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Once the Commission approves the Agreement, email Tammy Rider at trider@baldwincountyal.gov. Mrs. Rider will forward Agreement to Captain Paul Bowdich, NASWF Commanding Officer for his signature and then return Agreement to Administration for the Chairman's execution.

A copy of the fully executed Agreement will be furnished to BSCO via email to trider@baldwincountyal.gov and Captain Paul Bowdich, NASWF, via U.S. Mail (mailing address to be furnished at a later date via TRider)

Additional instructions/notes: N/A



DEPARTMENT OF THE NAVY

**COMMANDING OFFICER
NAS WHITING FIELD
7660 USS ESSEX STREET SUITE 200
MILTON, FLORIDA 32570-6155**

IN REPLY REFER TO

**7050
Ser N8/0050**

**INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN
NAVAL AIR STATION WHITING FIELD, FLORIDA
AND
THE BALDWIN COUNTY SHERIFF'S OFFICE, ALABAMA
FOR
CONDUCTING EMERGENCY VEHICLE OPERATIONS COURSE TRAINING AT NOLF
SILVERHILL
N60508-FY20-IGSA-001**

This is an Intergovernmental Support Agreement (IGSA) between the Department of the Navy, a federal agency, as represented by and through the Commanding Officer, Naval Air Station Whiting Field (NASWF), Florida, and The Baldwin County Sheriff's Office (BCSO), a political subdivision of the State of Alabama. When referred to collectively, the Department of the Navy NASWF and BCSO are referred to as the "Parties."

1. BACKGROUND: This IGSA is made by and between BCSO, a political subdivision of the State of Alabama, and the Department of the Navy NASWF, a federal agency of the United States of America. The Parties, NASWF, pursuant to Title 10 U.S.C. § 2679, and BCSO, pursuant to Alabama Statute, have entered this IGSA so that NASWF may immediately provide space on unused taxiways/runways at NOLF Silverhill to conduct Emergency Vehicle Operations Course (EVOC) training.

2. AUTHORITIES: This IGSA is entered into by NASWF pursuant to Federal Law codified at 10 U.S.C. § 2679 and by BCSO pursuant to Alabama Statute.

a. 10 U.S.C. § 2679 permits the Navy to enter into an IGSA on a sole source basis with a State or local government provided the IGSA will serve the best interests of the Navy by enhancing mission effectiveness or creating efficiencies or economies of scale, including by reducing costs, but only when State or local government providing the installation services already provides such services for its own use. The Secretary of the Navy has delegated the signature authority to execute a non-Federal Acquisition Regulation (FAR) IGSA on behalf of the Navy, through the Assistant Secretary of the Navy, who further delegated approval authority for IGSA's to Commander, Navy Installations Command (CNIC). CNIC further delegated IGSA approval authority for IGSA's to Region Commanders and Commanding Officers. Based on these delegations, the Commanding Officer (CO) of NASWF is the Navy's representative and has approval and signature authority for this IGSA.

b. Alabama Statute permits BCSO to enter into this agreement to provide the Department of the Navy, as represented by the CO, NASWF, with EVOC training opportunities/instruction at NOLF Silverhill that BCSO already provides for its own use. BCSO and the Department of the Navy NASWF meet the definition of a "public agency" as defined in Alabama Statute.

c. This IGSA has been approved by the Department of the Navy NASWF under applicable federal laws and has been approved by the State of Alabama, of which BCSO is a political subdivision, under applicable state laws.

3. **PURPOSE:** This IGSA is made by and between NASWF and BCSO to provide for BCSO's EVOC Training on NOLF Silverhill using BCSO personnel as mutually agreed upon. The purpose of this IGSA is to outline the roles and responsibilities of the Parties, identify the services to be furnished by BCSO, the prices to be paid by the United States, and the appropriate reimbursement, indemnification, and liability procedures.

a. This IGSA is entered into between NASWF and BCSO on a sole source basis and this IGSA serves the best interests of the Department of the Navy/NASWF by creating efficiencies and economies of scale that will reduce training costs for NASWF Security, as BCSO already provides such services for its own use.

b. This IGSA is the result of the Parties' mutual efforts to reduce costs, create efficiencies, build relationships and enhance mission effectiveness. The IGSA is intended to promote collaboration between the Parties by creating economies of scale and leveraging each Party's strengths. Existing or future mutual aid agreements for police and fire protection services are not affected by this IGSA and cannot be circumvented. This IGSA does not include security guard or fire-fighting functions.

4. RESPONSIBILITIES OF THE PARTIES:

a. NASWF will -

(1) Provide the use of unusable taxiway/runway space at NOLF Silverhill for BCSO EVOC training course use.

(2) Safety is paramount for all exercises and operations. We reserve the right to observe your training and terminated such training if a designated representative of the Commanding Officer is not satisfied that all reasonable precautions against accident of injury are in place.

(3) Navy operations have first priority at all times. While we understand the complexity involved with scheduling and execution of training events, it should be noted that there may be times when the needs of the Navy will require short-notice modification or even cancellation of a prearranged event.

(4) Aircraft always have the right of way on an airfield. Designated training areas on the airfield will be clearly defined by drawing and written description. It is incumbent on the trainers and trainees to remain within the designated areas. However, if it is noted that an aircraft intends to encroach on the designated training area, training shall immediately cease and the supervisor shall sufficiently clear the area in a timely manner to allow the aircraft to proceed. This should be viewed as a life or death consideration since the aircraft could be in an in-flight emergency situation.

b. BCSO will -

- (1) Provide EVOC training course on NOLF Silverhill using BCSO personnel.**
- (2) Trainers shall ensure the following precautions are taken when operating on a Navy airfield:**

 - Identify airfield runway, runway distance remaining markers, and taxiway lights, and ensure they are not damaged during training
 - Remain on paved surfaces
 - Ensure FOD (foreign object damage) is removed upon completion of training. This includes any rocks, gravel, mud, or vegetation disembodied from paved surfaces or carried onto the paved surface via tire treads.
 - Make a reasonable effort to remain clear of painted surfaces. These include runway/taxiway centerline and edge stripes and runway identification numbers.
 - Do not interfere with mowing or agriculture operations.
 - Vehicles operation on an airfield must have a high-intensity flashing light affixed in a position on the vehicle which could easily be seen by an aircraft.
- (3) Do not dig or use any stakes or similar device without prior written permission from our Public Works, (850) 463-2472 or by email: Patrick.hyams@eml1.com**
- (4) Report any environmental spills to the NAS Whiting Field Emergency Communications Center at (850) 623-7331/2 and to the Command Duty Officer, (850)382-4966 or (850) 623-7921.**
- (5) Provide potential training activities for NASWF Security personnel through observation or potential hands on experience.**
- (6) Aircraft always have the right of way on an airfield. Designated training areas on the airfield will be clearly defined by drawing and written description. It is incumbent on the trainers and trainees to remain within the designated areas. However, if it is noted that an aircraft intends to encroach on the designated training area, training shall immediately cease and the supervisor shall sufficiently clear the area in a timely manner to allow the aircraft to proceed. This should be viewed as a life or death consideration since the aircraft could be in an extremist situation.**
- (7) Coordinate your use of NOLF Silverhill with NASWF Airfield Management Division, preferably by email.**
- (8) If you have any questions or concerns regarding the media, please do not hesitate to contact our Public Affairs Office at (850) 623-7341.**
- (9) If any questions or problems arise concerning the use of NOLF Silverhill, please contact the NAS Whiting Field Emergency Communications Center (ECC) at (850) 623-7331/2 and request they pass the information to the Security Shift Supervisor.**
- (10) Keep the airfield clean and safe.**

(11) Contact NAS Whiting Field Operations Officer, (850) 665-6129, if you have any further questions.

(12) Do not restrict the Navy or any Navy contractors' access to non-training areas during BCSO NOLF Silverhill training activities.

c. Both Parties will -

(1) Cooperate to ensure mutual goals are met and issues are promptly resolved.

(2) Promptly notify the other party of any concerns and communicate openly and transparently to ensure any concerns or issues are promptly dealt with in order to not impede performance under this IGSA.

(3) Resolve to try to work out disputes to the extent feasible before initiating termination procedures.

(4) To the extent permitted by the laws governing each party, the parties shall protect personal information and also shall maintain the confidentiality of other exchanged information when requested to do so by the providing party.

(5) Comply with public requests for information related to this IGSA pursuant to the Freedom of Information Act, 5 U.S.C. §552.

5. PUBLIC DISCLOSURE: To the extent permitted by the laws governing each Party, the Parties shall protect personal information and also shall maintain the confidentiality of other exchanged information when requested to do so by the providing Party.

a. The Parties will comply with public requests for information related to this IGSA pursuant to the Freedom of Information Act, 5 U.S.C. § 552, and the Alabama Public Records Act.

b. If BCSO receives a request for information about this IGSA made under Alabama Public Records Act, BCSO will notify NASWF POCs identified in this IGSA. If NASWF receives a request for information about this IGSA under Freedom of Information Act, NASWF will notify BCSO POCs identified in this IGSA.

6. RELATIONSHIP OF THE PARTIES: In the exercise of their respective rights, powers, and obligations under this IGSA, each Party acts in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Each Party is responsible for all costs of its personnel and contractors, including pay and benefits, support, and travel. Neither Party shall provide, without the prior written consent of the other Party, any contractor or employee with a release that waives or purports to waive any right a Party may have to seek relief or redress against that contractor or employee.

7. GENERAL PROVISIONS:

a. **ADMINISTRATION.** This IGSA shall be mutually administered by BCSO and by the NASWF Operations. The IGSA administrators will identify personnel in BCSO and at NASWF Operations to coordinate and manage the provision of services and the payment for services provided by BCSO and NASWF under this IGSA.

b. **POINTS OF CONTACT:** The following points of contact (POC) will be used by the Parties to communicate in the implementation of this IGSA. Each Party may change its POC and will provide e-mail notice to all POCs when a POC is changed.

(1) For NASWF

(a) NASWF Operations Officer, (850) 665-6129

(2) For SRSO

(a) Mr. Clint Cadenhead, BCSO, (251) 972-8589, ccadenhead@baldwincountyal.gov

c. **CORRESPONDENCE:** N/A

d. **RECORDS:** The Parties shall follow established cost principles and procedures in determining allowable costs and payments under this IGSA and shall maintain books, records, documents, or other evidence pertaining to costs and expenses under this IGSA for a minimum of three years after the expiration of the IGSA. To the extent permitted under applicable laws and regulations, the Parties shall each allow the other to inspect such books, records, documents, or other evidence. Each Party shall maintain records of each purchase order and all payments made therefor in accordance with its governing record retention rules for contracts for vehicle maintenance services.

8. FINANCIAL DETAILS:

a. As of the effective date of this IGSA, the costs for all efforts to be ordered hereunder are estimated to be at an annual cost of no more than \$0.

b. This IGSA does not document the obligation of funds between the Parties. Any obligation of funds in support of this IGSA will be accomplished using the SF-1034 (Public Voucher for Purchases and Services Other Than Personal), and upon the certification of an amount of funds by a proper funds certifying officer appointed by CNIC, the signature of an authorized Approving Official, and proper receipt and acceptance of the order for the use of OLF Silverhill by the BCSO for the scope of services delineated on the individual order. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

c. Nothing in this IGSA shall limit or prohibit the ability of either Party from contracting with other persons or entities for the provision of the same or similar services. Payment of any unquestioned bill or item from a bill shall be made within thirty (30) days of receipt by the Party for whom such services were provided. The annual costs and payments made pursuant to such purchase orders shall not exceed such purchasing agent's authority to contract for such services

without approval by the governing body of the Party from whom payment is to be made.

d. Billing and Payment: N/A

9. PAYMENT: N/A

10. REVIEW OF IGSA: This IGSA will be reviewed annually on or around the anniversary of its effective date for financial impacts.

11. TERM OF IGSA: This IGSA is being entered into for a term not to exceed nine (9) years. This IGSA automatically terminates after nine (9) years from the effective date. A new IGSA may be executed for subsequent periods not to exceed nine (9) years.

a. The initial term of this Agreement shall be for one federal fiscal year from the last dated signature on this Agreement and renewable for successive, one-year option periods for nine (9) additional years. The United States shall only be obligated for one year of performance under the Agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by NASWF of its intent to proceed with the option for an additional year of performance.

b. Each Party shall give notice to the other Party as to their intent to renew. BCSO shall provide 180 days' notice of nonrenewal, and NASWF shall provide 90 days' notice of non-renewal, subject to the availability of funds. NASWF may condition the renewal upon availability of funds, and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received.

12. MODIFICATION OF IGSA: This IGSA may be modified by the Parties as necessary to recognize its cost effectiveness and any need to continue to provide services hereunder. This IGSA may only be modified by the written agreement of the Parties which must be duly signed by their authorized representatives.

13. SUSPENSION OF IGSA: The United States reserves the right to suspend performance of the Agreement in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States. In the event of a suspension, compensation for BCSO will continue subject to availability of funds and work not affected by the suspension.

14. TERMINATION:

a. The IGSA may be terminated by mutual written agreement at any time. In the event of mutual termination, no rights, responsibilities, benefits, or liabilities shall accrue to either Party.

b. Each Party reserves the right to terminate this Agreement for its convenience at any time. This IGSA may also be terminated unilaterally by either Party upon 60 calendar day written notice to the POCs designated in this IGSA. When notified by the other Party of the termination, the Parties shall immediately negotiate a separate Termination Agreement and Schedule to define the roles and responsibilities and to mitigate impacts and all costs caused by the termination.

The Parties recognize that the obligations and debts under this IGSA are part of a whole and they are incurred annually. Any obligations or debts incurred hereunder prior to termination shall become immediately due and payable by the withdrawing Party upon termination. The withdrawing Party shall not be entitled to a refund or credit for any sums paid or incurred under this IGSA prior to termination.

15. APPLICABLE LAW:

a. The Parties shall comply with all applicable Federal, State and local laws, Federal executive orders, and Federal rules and regulations applicable to its performance under this IGSA. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

b. This IGSA is not governed by standard acquisition contracting methods of competitive bidding as delineated in the FAR and supplements thereto. However, if BCSO shall provide services through a contract, the contract must be awarded through competitive procedures.

16. DISPUTES:

a. If the Parties are unable to agree about interpreting or applying a material term of either this IGSA or an order, the Parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IGSA or the Order, including amendment or termination of this IGSA or the order, as necessary, or by escalating the dispute within their respective organizations.

b. As a condition precedent to a Party bringing any action for breach of this IGSA, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties.

c. If any third-party dispute or litigation relates to, or potentially affects a Party's ability to perform under this IGSA, the Parties agree to promptly notify each other of such dispute or litigation. The existence of such a dispute or litigation shall not excuse the Parties from performance pursuant to this IGSA.

d. If any dispute between the Parties arising out of this IGSA requires consideration of the law, the rights and obligations of the Parties shall be interpreted and determined according to the substantive and procedural laws of the United States of America.

17. LIABILITY: BCSO agrees to defend and shall hold and save NASWF free and harmless from all damages, claims, suits of whatsoever nature arising from or incidental to this IGSA, except for damages due to the fault or negligence of NASWF or its employees. Nothing in this IGSA is intended, nor may it be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever, in any third person not a party to this IGSA.

18. COOPERATION OF PARTIES: The Parties recognize that it is essential to cooperate fully concerning the handling of information and provision of services contemplated by this IGSA. In connection with this IGSA, the Parties therefore agree to provide any data, information, and documentation reasonably necessary for the other Party to perform its responsibilities under the terms of this IGSA.

19. SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions contained herein shall apply to and bind the successors and assigns of the Parties.

20. WAIVER: No waiver of the breach of any of the covenants, terms, restrictions, or conditions of this IGSA by either Party shall be construed to be a waiver of any succeeding breach of the same or other covenants, terms, restrictions, or conditions of this IGSA. No delay or omission of either Party in exercising any right, power, or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this IGSA.

21. SEVERABILITY PROVISION: If any term or portion of this IGSA is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this IGSA shall continue in full force and effect.

22. SIGNATURE IN COUNTERPARTS: This IGSA may be executed in counterparts by each of the Parties. The IGSA is effective as to each signatory Party on its execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

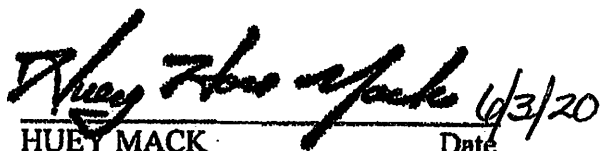
23. ENTIRE IGSA: It is understood and agreed that this IGSA embodies the entire IGSA between the Parties.

24. EFFECTIVE DATE: This IGSA takes effect on the day after the last Party signs.

IN WITNESS WHEREOF, the Parties have executed this IGSA as of the dates stated below.

Billie Joe Underwood Date
Baldwin County Commissions
Chairperson

PAUL D.BOWDICH Date
Captain, U.S. Navy
NASWF Commanding Officer



HUEY MACK Date
Sheriff
Baldwin County Sheriff's Office



Baldwin County Commission

Agenda Action Form

File #: 20-1292, **Version:** 1

Item #: HA5

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: Addendum

From: Ronald J. Cink, Budget Director

Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE

Baldwin County Cattle and Fair Association, Inc. Real Estate Lease Amendment

STAFF RECOMMENDATION

Take the following actions related to the Real Estate Lease between the Baldwin County Commission and the Baldwin County Cattle and Fair Association, Inc. for the Baldwin County Coliseum located at 19477 Fairground Road, Robertsedale, Alabama 36567:

- 1) Authorize the amendment to the Real Estate Lease by extending the termination date of the lease to [REDACTED]. **Discuss and determine the ending date of the Real Estate Lease. Current termination date in effect is September 30, 2022.**
- 2) Approve the other amendments as indicated in the attached Real Estate Lease; and
- 3) Authorize the Chairman to execute the amended Real Estate Lease, effective July 7, 2020, and terminating on September 30, [REDACTED]. **Year as determined in staff recommendation #1 above OR current termination date of September 30, 2022.**

BACKGROUND INFORMATION

Previous Commission action/date: 10/17/2017 - Current real estate lease executed.

Background: October 17, 2017 - The Baldwin County Commission entered into a revised real estate lease with the Baldwin County Cattle and Fair Association, Inc., terms effective October 1, 2017 and terminating September 20, 2022.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney, is handling the review.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Department Staff and/or County Attorney

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Once the lease termination date is determined, the lease document will need to be updated to reflect the correct date. Once the lease is executed, a signed copy should be sent to the Baldwin County Cattle and Fair Association, Inc. at the following address:

Mr. George Campbell
President
Baldwin County Cattle and Fair Association, Inc.
Post Office Box 1491
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

REAL ESTATE LEASE

STATE OF ALABAMA)

BALDWIN COUNTY)

Parties LEASE AGREEMENT made by and between the Lessor, whose name is Baldwin County (hereinafter referred to as "COUNTY"), and Lessee, whose name is BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC., (hereinafter also referred to as "B.C. CATTLE & FAIR, TENANT or BCCFA").

Term of Lease The lease term shall commence on October 1, 2017, and terminate at midnight on September 30, 2022 (5 years). The term can be extended as the commission wishes

Property & Location This lease covers the finished areas of the coliseum, arena and the subject property as it is described within the Purchase Agreement (See Purchase Agreement attached hereto as Attachment A) and as it is shown within the attached aerial photo (See photo attached hereto as Attachment B and included herein as if fully set forth) located in Baldwin County, Alabama, in the City of Robertsedale, at the address of 19477 Fairground Road, Robertsedale, Alabama 36567 (cumulatively known as the property, the leased property, the leased premises, or the facility) as of the date of full execution. Notwithstanding this provision, the subject leased property, and the use thereof, shall only include the entire finished portion of the arena and coliseum (i.e. the unfinished areas shall not be subject to this Lease), as of the date of full execution subject to the specified and limited use as identified by the attached drawing identified as Attachment C, included herein as if fully set forth, excepting entirely from this Agreement two areas: 1) at least 300+ square feet of secured, finished, interior room within the Coliseum for the exclusive use of the Baldwin County Emergency Management Agency as shown on Attachment C; and 2) at least 300+ square feet of office space that will be subject to lease between the Master Gardeners Association of Baldwin County and the COUNTY, as shown on Attachment C; however, during any time that the B.C. Cattle and Fair is supplying the Master Gardeners Association reasonable and adequate office space, with the

reasonableness and adequacy to be determined by the Master Gardeners Association, and the B.C. Cattle & Fair outside of the Coliseum, then any space within the Coliseum occupied by the Master Gardeners (i.e. 300+ sq ft) can be used by the B.C. Cattle and Fair during such time of vacancy.

Rent

The annual rent shall be Fifteen Thousand Dollars (\$15,000.00) payable on October 1 of each year of the lease.

~~plus fifteen percent (15%) of the net revenue for any and all activities on the property excluding only the revenue received from the annual Baldwin County Fair sponsored by the BCCFA, as evidenced by financial reports as audited by either the COUNTY or a third party on a random or as needed basis. in advance annual installments with the first payment due upon execution of the Lease. The fifteen percent (15%) of any and all net revenues received during the quarter (excepting only the B.C. annual fair revenues, if any) shall be remitted to the COUNTY in quarterly installments with the first full installment due 90 days (one quarter) from the date of the execution of this Agreement and automatically each quarter thereafter on the same date of the month. At no time shall the B.C. Cattle & Fair withhold any portion of rental payments as payment for any dispute, or repair made, regarding this Agreement or the subject property.~~

Late Payment Penalties

A penalty, in the amount of ten percent (10%) of any outstanding amounts, shall be assessed and compounded each and every quarter to the extent that any portion of any payment is not received by the COUNTY by the date required herein. Said penalty shall be assessed upon any amounts unpaid. Said penalty shall be cumulative and be considered the same as, and as a portion of, the rental payment required herein. This ten percent (10%) penalty shall be assessed to any and all lease payments and/or amounts unpaid, whether or not the same is immediately or subsequently identified, whether or not the same is easily identified, or whether or not the amounts are identified later by an accounting of the records of B.C. Cattle and Fair. Notwithstanding anything herein, the COUNTY maintains the right to

consider any late or nonpayment of rents or penalties as a material default and breach of this Agreement, if not remedied within sixty (60) days.

Insurance

The COUNTY shall maintain its own fire and casualty insurance on the coliseum and arena for use of the leased premises. The B.C. Cattle & Fair shall maintain its own comprehensive general liability insurance which names the COUNTY as an additional insured for use of the leased premises. The COUNTY shall maintain general liability insurance regarding the property. The Tenant shall not maintain any hazardous materials on the leased premises.

Miscellaneous

- (a) The Arena and Coliseum shall both be smoke-free facilities. Any smoking on the subject property shall be confined to areas designated by the COUNTY.
- (b) Excepting service animals for those with disabilities, the Coliseum shall be an animal-free facility.
- (c) B.C. Cattle and Fair shall provide immediate (i.e. within 24-hours) notice to the COUNTY of any disruption of, failure of, or damage to, without limitation, equipment, structures, utilities or any portion of the subject property. At which time, the COUNTY shall make reasonable efforts to correct the issue. At no time shall the B.C Cattle & Fair correct any disruption of, failure of, or damage to without limitation, equipment, structures, utilities or any portion of the subject property without express written authorization to do so from the COUNTY.
- (d) There shall be no permanent changes, alterations, improvements, or additions to any portion of the leased property without prior written approval from the COUNTY unless expressly allowed herein with the exception of any extra electrical outlets that may be needed for activities.
- (e) Any and all furnishings and personal property kept within the Coliseum shall be mobile and/or easily removable in nature pursuant to the respective guidelines established by the Federal Emergency Management Agency (FEMA).
- (f) The failure of the COUNTY, to any extent, to furnish or the interruption or termination of, the services required for herein, in whole or in part, resulting from

causes beyond the reasonable control of the COUNTY, shall not render the COUNTY liable in any respect nor be construed as an eviction (constructive or otherwise) of the B.C. Cattle and Fair, nor relieve TENANT of the obligation to fulfill any covenant in this Lease.

(g) The COUNTY may reasonably create and impose building rules which may be amended from time to time. The TENANT shall make reasonable efforts to ensure that its agents, employees, invitees and visitors comply with such rules, if any. Any rules imposed by the COUNTY shall be supplied to the TENANT prior to their effectiveness and shall not be incompatible with the activities known by the Parties and anticipate to take place on the property to include, without limitation, weddings, dances, civic events, trade shows, religious events, livestock, rodeos and carnival events and those events wherein alcoholic beverages may be served, provided such complies with the Federal, State and local laws.

(h) No payment by B.C. Cattle and Fair, or receipt of payment by the COUNTY, of a lesser amount than the required rent, or any penalties thereon, shall be deemed to be payment of anything other than payment on account of the earliest rent and/or penalties due, nor shall any endorsement made on any check or any letter accompanying any payment be deemed an accord and satisfaction. The COUNTY may accept any such check or payment without prejudice to COUNTY'S right to recover the balance of such rent or pursue any other remedy. This provision shall survive the termination or expiration of this Agreement.

(i) The COUNTY reserves full authority over the property including, without limitation, the right to make changes, alterations or additions to the Property and/or Lease Premises. This right shall include all available legal rights possessed by the COUNTY in relation to COUNTY property and/or assets subject only to the restrictions contained herein provided that such authority does not conflict with FEMA Standards.

(j) The Parties shall maintain a joint calendar of any and all events and activities of the TENANT, or scheduled by the TENANT, that will utilize any portion of the subject property.

Covenants of
B.C. Cattle & Fair

The B.C. Cattle and Fair shall:

a) be responsible for paying all utilities used on the property to include, without limitation, the costs associated with any B.C. Cattle and Fair use of any emergency generators located on the property. Any such use shall be paid by B.C. Cattle and Fair upon the receipt of invoice given by the COUNTY. Any utility costs incurred during times when the COUNTY occupies the facility as an emergency shelter, shall be reimbursed by the COUNTY, to the extent of such use, following a proper accounting of the same.

(b) allow the COUNTY exclusive use of the coliseum and arena without charge including, without limitation, any furnishings and personal property excluding computer equipment located therein, when such use does not conflict with any previously scheduled events of the B.C. Cattle & Fair Association, excepting only times when the COUNTY has declared an emergency to exist, the County activates the property as a shelter, natural disasters and/or acts of God. ~~During times when the COUNTY uses the property for something other than a shelter, the COUNTY shall remit to the B.C. Cattle and Fair fifteen percent (15%) of any gross proceeds or revenue actually received, as a result of such event, if any. Such amounts remitted by the County shall not be considered as a portion of rent as described herein. The County shall be responsible for damages to the personal property of B.C. Cattle & Fair, during the County's use of the facility.~~

B.C. Cattle & Fair further agrees to allow the entry and unrestricted use of all of the subject property including, without limitation, any furnishings and personal property, excluding computer equipment, located therein, during emergencies, disasters and/or acts of God, as needed with the exception of the B. C. Cattle & Fair Director's Office. Notwithstanding anything written herein to the contrary, if the

entire facility is needed for shelter operations, as determined by the Baldwin County Commission, then said access and unrestricted use shall apply to all areas. Should the COUNTY's use of the facility as a shelter interrupt the B.C. Cattle & Fair's annual Baldwin COUNTY Fair, then the COUNTY will reimburse to the B.C. Cattle & Fair reasonable prepaid expenses lost by B.C. Cattle & Fair that are a direct result of the COUNTY occupying the facility during such time. Notwithstanding the above statement, any reasonable prepaid expenses reimbursable by the COUNTY and shall not include potential or lost revenue resulting from any such emergency or disaster.

(c) not assign this Lease Agreement or to sublet the demised premises, or any portion thereof, without written permission of the COUNTY. Notwithstanding this provision, nothing shall prevent the B.C. Cattle & Fair from charging necessary fees for the use of the facility and property. Notwithstanding this provision, nothing shall prevent the B.C. Cattle and Fair from providing to the City of Robertsdale ten (10) days of usage of the facility each calendar year with the terms of such usage at the discretion of the B.C. Cattle and Fair. Any proceeds or benefits as a result of said usage by the City shall not be considered as part of the rent as described herein.

(d) keep the premises clean, kept and in good order the adequacy of which will be determined by the COUNTY including, without limitation, routine repairs and maintenance. Routine repairs and maintenance shall include, without limitation, any maintenance and repairs that do not require a licensed professional, keeping the property clear of debris, keeping the property clear of garbage, and keeping the property free of vermin. A licensed professional shall include, without limitation, AL General Contractor's License, AL Plumbing and Gas Fitter's License, AL HVAC License, and AL Electrician's License. In the event of a dispute as to whether or not a repair or maintenance item is "routine" and the responsibility of the TENANT, then the COUNTY shall make the final determination. The County shall be responsible for all other repairs.

(e) ensure that the COUNTY has, at all times, any necessary security codes, keys, etc., required to fully access all interior and exterior doors, gates and areas throughout the property and facilities excluding the B.C. Cattle & Fair office excepting as authorized by the Baldwin County Commission. This provision shall survive the termination or expiration of this Agreement.

(f) permit COUNTY and their agents to enter on the premises or any part thereof at any time for the purpose of, without limitation, inspecting, examining or exhibiting same or making repairs or alterations as may be necessary for safety or preservation thereof. This provision shall survive the termination or expiration of this Agreement.

(g) surrender possession of the premises upon the termination of this lease, or any extension hereof as herein provided, in as good condition as when received, reasonable wear and tear and accidents happening by fire or other casualties excepted. This provision shall survive the termination or expiration of this Agreement.

(h) immediately surrender full possession of the property when notified by the COUNTY that the property is needed as shelter. Upon surrendering possession, if the entire leased premises are needed as a shelter or for shelter purposes, Baldwin COUNTY Cattle and Fair shall cease activities until notified by the COUNTY that reentry is allowed.

(i) be responsible for providing ground maintenance for the property;

(j) immediately (within 24 hours) notify the COUNTY EMA Director of any and all events to be held on the property, or that will cause any portion of the leased property to be used, without consideration of nature or size.

(k) in relation to their duties and use under this Agreement and their duties and use relating to the subject property, at their sole cost and expense, comply with County, State and Federal ordinances and statutes now in force or which may hereafter be in force. Any such violations, or potential violations, relating to any B.C. Cattle and

Fair duties or use of the subject property shall be remedied immediately at the cost of B. C. Cattle and Fair. Failure to remedy such violations or potential violations shall constitute a breach of this Agreement.

(l) conduct its business and to exercise reasonable efforts to control its agents, employees, invitees and visitors in such manner as not to create any damage, nuisance, or interfere with, annoy or disturb any other tenants or the COUNTY in the operation of the building. This provision shall survive the termination or expiration of this Agreement.

(m) immediately (within 24 hours) notify the COUNTY of any damage, nuisance, interference, annoyance, or disturbance. Notwithstanding any provision herein, the B.C. Cattle and Fair shall be responsible for all costs associated with any such damage, nuisance, interference, annoyance, or disturbance by, or due to, without limitation, any of its agents, employees, invitees or visitors. This provision shall survive the termination or expiration of this Agreement.

(n) shall not allow or permit any mechanic's or materialman's lien or any other lien(s) of whatsoever nature to be placed upon the leased premises or building. Nothing in this Lease shall be deemed or construed in any way as constituting the consent of the COUNTY, express or implied, to any person for the performance of any labor or the furnishing of any materials of all or part of the leased premises, nor as giving the B.C. Cattle and Fair any right, power or authority to contract for or permit the rendering of any services or furnishing thereof that would or might give rise to any mechanic's or materialman's lien or other liens against the leased premises. This provision shall survive the termination or expiration of this Agreement.

(o) shall in the event of a sale or assignment of the COUNTY'S interests in the property, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of power to sale, the lease and all of its terms shall remain in effect.

(p) allow the County full and complete access to all electronics and all manner of communication existing within the property, excepting only personal property owned by the B. C. Cattle and Fair.

**Covenants of
County**

The COUNTY covenants and agrees as follows:

- (a) not to discontinue any service or facility herein contracted for;
- (b) the COUNTY shall keep the leased premises in good repair and tenantable condition which includes only those repairs requiring a licensed professional to perform including, without limitation, AL General Contractor License; AL Plumbing and Gas Fitter License; AL HVAC License; AL Electricians License;
- (c) the COUNTY shall make and maintain the demised premises in a condition that is accessible to and usable by the handicapped in accordance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and applicable federal regulations and standards.
- d) to be responsible for the actual testing of the emergency generators serving the property and any costs associated with such tests. Notwithstanding this provision, nothing shall cause the COUNTY to be responsible for costs associated with the B.C. Cattle and Fair actual use of such emergency generators.
- (e) allow the B.C. Cattle and Fair Association to control access to the public right of way existing on the property subject only to the ability of the County to gain access at any time.

Relationship

Nothing contained in this Lease shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood that neither the provisions contained herein nor acts of the Parties hereto, shall be deemed to create a relationship other than that of Landlord and TENANT.

Severability

If any term or provision of this Lease, or the application thereof to any person or circumstance, be invalid or unenforceable the remainder of this Lease or the application of such term or provision to person or circumstances other than those as

to which it is held as invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Time of the Essence

Except as may be otherwise provided for herein, time is of the essence in this Lease as to all acts of the TENANT and COUNTY.

Transfers of the County

The COUNTY shall have the right to transfer and assign, in whole or in part, all rights and obligations hereunder and in the buildings and leased premises referred to herein, and in such event and upon such transfer the COUNTY shall be relieved of all further obligations hereunder and the B.C. Cattle and Fair agrees to look solely to the interest of the COUNTY'S successor in interest for the performance of such obligations; provided that, such transferee or assignee of the COUNTY'S interest and rights shall be bound by, and must agree to honor, all of the terms and provisions and conditions of the Lease.

Acts of God

This lease shall become null and void at the option of the B.C. Cattle & Fair in the event said leased premises should be destroyed by fire, or any reason whatsoever including acts of God, and the liability of the B.C. Cattle & Fair for rents thereafter occurring under this lease agreement shall cease upon the said happening of any said events, but if said leased premises are partially (less than 50%) damaged by fire ,casualty or any reason whatsoever including acts of God, then the same shall be repaired and restored by the COUNTY as speedily as possible, at the COUNTY's own expense, and from date of such damage until completion of such repairs, an equitable abatement of rent shall be allowed to the B.C. Cattle & Fair.

Subordination

The B.C. Cattle & Fair rights under this lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now, or may hereafter be placed upon the premises; provided that the B.C. Cattle & Fair's tenancy shall not be disturbed, nor shall the covenants and conditions of this lease be invalidated or changed.

Tenant's Remedy

If at any time the County either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the B.C. Cattle

& Fair shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the B.C. Cattle & Fair, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon the Parties in writing, the B.C. Cattle & Fair may cause the default or noticed problem to be corrected. The County shall reimburse any related charges to the B.C. Cattle & Fair upon receipt of invoice for the same.

COUNTY's Remedy

If at any time the B.C. Cattle and Fair either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the COUNTY shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the COUNTY, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon by the Parties in writing, the COUNTY may cause the default or noticed problem to be corrected. The TENANT shall reimburse any related charges to the COUNTY upon receipt of invoice for the same.

Indemnification.

To the fullest extent permitted by law, the B.C. Cattle and Fair shall defend, indemnify, and hold harmless the COUNTY from and against all claims, damages, losses including death, and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from any and all acts or omissions of the B.C. Cattle and Fair, its employees, servants, or its agents relating to, as a result of, contemplated by, or allowed for herein.

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 B. C. Cattle & Fair 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.

Drug-Free Workplace.

In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Agreement, B. C. Cattle & Fair certifies that it is responsible for knowing, and will comply with, the standards of the BCC drug-free work place.

Discrimination Clause

B. C. Cattle & Fair will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. B. C. Cattle & Fair shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

Debarment and Suspension

The B.C. Cattle & Fair warrants and represents to the COUNTY that neither the B.C. Cattle & Fair nor any of the B.C. Cattle & Fair's trustees, officers, directors, agents, servants, and employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Notices

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

B.C. Cattle & Fair: Post Office Box 1491
 Robertsdale, Alabama 36567

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

Entire Understanding This Lease shall supersede and take the place of all previous agreements and leases and shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Amendments This Agreement may be amended, modified or altered in any respect so long as such amendment, modification or alteration is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNATURE PAGE TO FOLLOW

LESSOR:
BALDWIN COUNTY, ALABAMA

By: _____/_____
Billie Jo Underwood, Chairman Date

ATTEST:

_____/_____
Wayne Dyess, County Administrator Date

LESSEE:
BALDWIN COUNTY CATTLE & FAIR
ASSOCIATION, INC.

By: _____/_____
George Campbell, President Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public in and for said county in said state, hereby certify that Billie Jo Underwood, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public in and for said county in said state, hereby certify that, George Campbell, whose name as President of Baldwin County Cattle & Fair Association, Inc., a corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Cattle & Fair Association, Inc., on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

1662972



STATE OF ALABAMA

COUNTY OF BALDWIN

TERMINATION OF REAL ESTATE LEASE

KNOW ALL MEN BY THESE PRESENTS: That certain Real Estate Lease by and between Baldwin County Cattle & Fair Association, Inc., and Baldwin County, Alabama, dated September 29, 2008, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, at Instrument No. 1141221, is hereby TERMINATED and CANCELLED of record.

Cattle & Fair hereby represents and warrants to Baldwin County that, after all required notices having been provided, it has taken all action deemed necessary in accordance with its by-laws, rules of procedure and any and all applicable laws, rules and regulations in approving the Termination of Real Estate Lease ("Termination") and authorizing the execution of the same. Each person signing this Termination on behalf of Baldwin County Cattle & Fair Association, Inc., represents and warrants to Baldwin County that this Termination is valid and binding and all necessary action has been taken to approve and authorize the same.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed on this the 17th day of October, 2017.

BALDWIN COUNTY, ALABAMA

By:

T. J. Elliott
T. CHRISTOPHER ELLIOTT
Its Chairman

ATTEST:

Ronald J. Cink
RONALD J. CINK, County Administrator



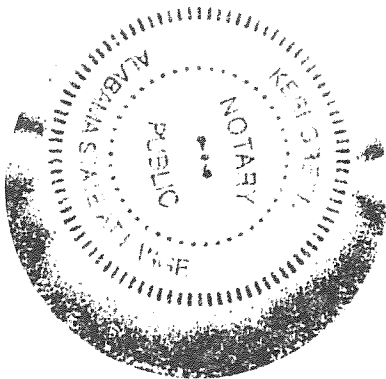
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Keri Green, a Notary Public in and for said county in said state, hereby certify that T. Christopher Elliott, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this 17th day of October, 2017.

Keri Green
Notary Public, Baldwin County, Alabama
My Commission Expires: 11/23/19



BALDWIN COUNTY CATTLE & FAIR
ASSOCIATION, INC., an Alabama non-profit
corporation

By: George Campbell
GEORGE CAMPBELL
Its President

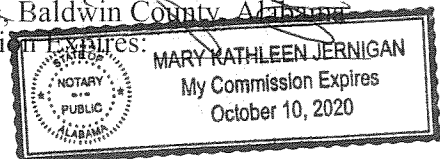
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said county in said state, hereby certify that George Campbell, whose name as President of Baldwin County Cattle & Fair Association, Inc., an Alabama non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires:



George Campbell
GEORGE CAMPBELL
Board Member
Baldwin County Cattle & Fair
Association, Inc.

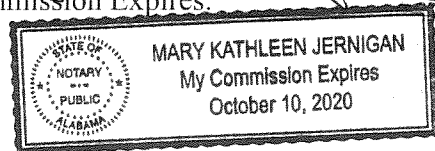
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said County in said State, hereby certify that GEORGE CAMPBELL, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires:



F. B. Ellison

F. B. ELLISON
Board Member
Baldwin County Cattle & Fair
Association, Inc.

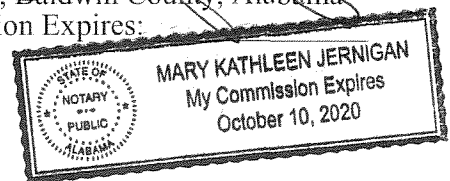
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said County in said State, hereby certify that F. B. ELLISON, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires:



A B Hankins

A. B. (SONNY) HANKINS
Board Member
Baldwin County Cattle & Fair
Association, Inc.

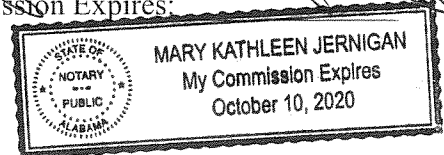
STATE OF ALABAMA


COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said County in said State, hereby certify that A. B. (SONNY) HANKINS, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires:





H. L. (BUDDY) LONG
Board Member
Baldwin County Cattle & Fair
Association, Inc.

STATE OF ALABAMA


COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said County in said State, hereby certify that H. L. (BUDDY) LONG, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.


Notary Public, Baldwin County, Alabama
My Commission Expires:





ELMER MCDANIEL
Board Member
Baldwin County Cattle & Fair
Association, Inc.

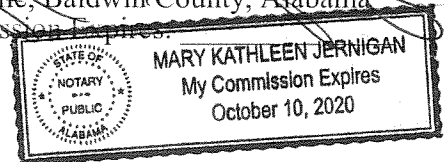
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said County in said State, hereby certify that ELMER MCDANIEL, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.


Notary Public, Baldwin County, Alabama
My Commission Expires.



Robert M. McMillan
ROBERT (BOB) MCMILLAN
Board Member
Baldwin County Cattle & Fair
Association, Inc.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Candice Lusk, a Notary Public in and for said County in said State, hereby certify that ROBERT (BOB) MCMILLAN, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 6th day of October, 2017.

Candice Lusk
Notary Public, Baldwin County, Alabama
My Commission Expires: 07/12/2020

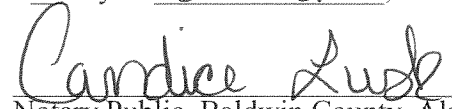

NEIL MCMILLAN
Board Member
Baldwin County Cattle & Fair
Association, Inc.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Candice Lusk, a Notary Public in and for said County
in said State, hereby certify that NEIL MCMILLAN, whose name is signed to the foregoing
instrument and who is known to me, acknowledged before me on this day that, being informed of
the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 6th day of October, 2017.


Notary Public, Baldwin County, Alabama
My Commission Expires: 07/12/2020

This instrument prepared by:

DAVID J. CONNER
Blackburn & Conner, P.C.
Attorneys at Law
Post Office Box 458
Bay Minette, Alabama 36507
(251) 937-1750

REAL ESTATE LEASE

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 10/26/2017 11:44 AM
TOTAL \$ 0.00
46 Pages

1662973

STATE OF ALABAMA)

BALDWIN COUNTY)



Parties

LEASE AGREEMENT made by and between the Lessor, whose name is Baldwin County (hereinafter referred to as "COUNTY"), and Lessee, whose name is BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC., (hereinafter also referred to as "B.C. CATTLE & FAIR, TENANT or BCCFA").

Term of Lease

The lease term shall commence on October 1, 2017, and terminate at midnight on September 30, 2022 (5 years).

Property & Location

This lease covers the finished areas of the coliseum, arena and the subject property as it is described within the Purchase Agreement (See Purchase Agreement attached hereto as Attachment A) and as it is shown within the attached aerial photo (See photo attached hereto as Attachment B and included herein as if fully set forth) located in Baldwin County, Alabama, in the City of Robertsedale, at the address of 19477 Fairground Road, Robertsedale, Alabama 36567 (cumulatively known as the property, the leased property, the leased premises, or the facility) as of the date of full execution. Notwithstanding this provision, the subject leased property, and the use thereof, shall only include the entire finished portion of the arena and coliseum (i.e. the unfinished areas shall not be subject to this Lease), as of the date of full execution subject to the specified and limited use as identified by the attached drawing identified as Attachment C, included herein as if fully set forth, excepting entirely from this Agreement two areas: 1) at least 300+square feet of secured, finished, interior room within the Coliseum for the exclusive use of the Baldwin County Emergency Management Agency as shown on Attachment C; and 2) at least 300+ square feet of office space that will be subject to lease between the Master Gardeners Association of Baldwin County and the COUNTY, as shown on Attachment C; however, during any time that the B.C. Cattle and Fair is supplying the Master Gardeners Association reasonable and adequate office space, with the

reasonableness and adequacy to be determined by the Master Gardeners Association, and the B.C. Cattle & Fair outside of the Coliseum, then any space within the Coliseum occupied by the Master Gardeners (i.e. 300+ sq ft) can be used by the B.C. Cattle and Fair during such time of vacancy.

Rent

The annual rent shall be Fifteen Thousand Dollars (\$15,000.00) plus fifteen percent (15%) of the net revenue for any and all activities on the property excluding only the revenue received from the annual Baldwin County Fair sponsored by the BCCFA, as evidenced by financial reports as audited by either the COUNTY or a third party on a random or as-needed basis. The \$15,000.00 shall be paid in advance annual installments with the first payment due upon execution of the Lease. The fifteen percent (15%) of any and all net revenues received during the quarter (excepting only the B.C. annual fair revenues, if any) shall be remitted to the COUNTY in quarterly installments with the first full installment due 90 days (one quarter) from the date of the execution of this Agreement and automatically each quarter thereafter on the same date of the month. At no time shall the B.C. Cattle & Fair withhold any portion of rental payments as payment for any dispute, or repair made, regarding this Agreement or the subject property.

**Late Payment
Penalties**

A penalty, in the amount of ten percent (10%) of any outstanding amounts, shall be assessed and compounded each and every quarter to the extent that any portion of any payment is not received by the COUNTY by the date required herein. Said penalty shall be assessed upon any amounts unpaid. Said penalty shall be cumulative and be considered the same as, and as a portion of, the rental payment required herein. This ten percent (10%) penalty shall be assessed to any and all lease payments and/or amounts unpaid, whether or not the same is immediately or subsequently identified, whether or not the same is easily identified, or whether or not the amounts are identified later by an accounting of the records of B.C. Cattle and Fair. Notwithstanding anything herein, the COUNTY maintains the right to

consider any late or nonpayment of rents as a material default and breach of this Agreement, if not remedied within sixty (60) days.

Insurance

The COUNTY shall maintain its own fire and casualty insurance on the coliseum and arena for use of the leased premises. The B.C. Cattle & Fair shall maintain its own comprehensive general liability insurance which names the COUNTY as an additional insured for use of the leased premises. The COUNTY shall maintain general liability insurance regarding the property. The Tenant shall not maintain any hazardous materials on the leased premises.

Miscellaneous

(a) The Arena and Coliseum shall both be smoke-free facilities. Any smoking on the subject property shall be confined to areas designated by the COUNTY.

(b) Excepting service animals for those with disabilities, the Coliseum shall be an animal-free facility.

(c) B.C. Cattle and Fair shall provide immediate (i.e. within 24-hours) notice to the COUNTY of any disruption of, failure of, or damage to, without limitation, equipment, structures, utilities or any portion of the subject property. At which time, the COUNTY shall make reasonable efforts to correct the issue. At no time shall the B.C Cattle & Fair correct any disruption of, failure of, or damage to without limitation, equipment, structures, utilities or any portion of the subject property without express written authorization to do so from the COUNTY.

(d) There shall be no permanent changes, alterations, improvements, or additions to any portion of the leased property without prior written approval from the COUNTY unless expressly allowed herein with the exception of any extra electrical outlets that may be needed for activities.

(e) Any and all furnishings and personal property kept within the Coliseum shall be mobile and/or easily removable in nature pursuant to the respective guidelines established by the Federal Emergency Management Agency (FEMA).

(f) The failure of the COUNTY, to any extent, to furnish or the interruption or termination of, the services required for herein, in whole or in part, resulting from

causes beyond the reasonable control of the COUNTY, shall not render the COUNTY liable in any respect nor be construed as an eviction (constructive or otherwise) of the B.C. Cattle and Fair, nor relieve TENANT of the obligation to fulfill any covenant in this Lease.

(g) The COUNTY may reasonably create and impose building rules which may be amended from time to time. The TENANT shall make reasonable efforts to ensure that its agents, employees, invitees and visitors comply with such rules, if any. Any rules imposed by the COUNTY shall be supplied to the TENANT prior to their effectiveness and shall not be incompatible with the activities known by the Parties and anticipate to take place on the property to include, without limitation, weddings, dances, civic events, trade shows, religious events, livestock, rodeos and carnival events and those events wherein alcoholic beverages may be served, provided such complies with the Federal, State and local laws.

(h) No payment by B.C. Cattle and Fair or receipt by the COUNTY of a lesser amount than the required installment payments, including the payment to the COUNTY of fifteen percent (15%) of net proceeds, shall be deemed to be other than payment on account of the earliest rent due, nor shall any endorsement made on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the COUNTY may accept such check or payment without prejudice to COUNTY'S right to recover the balance of such rent or pursue any other remedy. This provision shall survive the termination or expiration of this Agreement.

(i) The COUNTY reserves full authority over the property including, without limitation, the right to make changes, alterations or additions to the Property and/or Lease Premises. This right shall include all available legal rights possessed by the COUNTY in relation to COUNTY property and/or assets subject only to the restrictions contained herein provided that such authority does not conflict with FEMA Standards.

(j) The Parties shall maintain a joint calendar of any and all events and activities of the TENANT, or scheduled by the TENANT, that will utilize any portion of the subject property.

Covenants of
B.C. Cattle & Fair

The B.C. Cattle and Fair shall:

a) be responsible for paying all utilities used on the property to include, without limitation, the costs associated with any B.C. Cattle and Fair use of any emergency generators located on the property. Any such use shall be paid by B.C. Cattle and Fair upon the receipt of invoice given by the COUNTY. Any utility costs incurred during times when the COUNTY occupies the facility as an emergency shelter, shall be reimbursed by the COUNTY, to the extent of such use, following a proper accounting of the same.

(b) allow the COUNTY exclusive use of the coliseum and arena without charge including, without limitation, any furnishings and personal property excluding computer equipment located therein, when such use does not conflict with any previously scheduled events of the B.C. Cattle & Fair Association, excepting only times when the COUNTY has declared an emergency to exist, the County activates the property as a shelter, natural disasters and/or acts of God. During times when the COUNTY uses the property for something other than a shelter, the COUNTY shall remit to the B.C. Cattle and Fair fifteen percent (15%) of any gross proceeds or revenue actually received, as a result of such event, if any. Such amounts remitted by the County shall not be considered as a portion of rent as described herein. The County shall be responsible for damages to the personal property of B.C. Cattle & Fair, during the County's use of the facility.

B.C. Cattle & Fair further agrees to allow the entry and unrestricted use of all of the subject property including, without limitation, any furnishings and personal property, excluding computer equipment, located therein, during emergencies, disasters and/or acts of God, as needed with the exception of the B. C. Cattle & Fair Director's Office. Notwithstanding anything written herein to the contrary, if the

entire facility is needed for shelter operations, as determined by the Baldwin County Commission, then said access and unrestricted use shall apply to all areas. Should the COUNTY's use of the facility as a shelter interrupt the B.C. Cattle & Fair's annual Baldwin COUNTY Fair, then the COUNTY will reimburse to the B.C. Cattle & Fair reasonable prepaid expenses lost by B.C. Cattle & Fair that are a direct result of the COUNTY occupying the facility during such time.

Notwithstanding the above statement, any reasonable prepaid expenses reimbursable by the COUNTY and shall not include potential or lost revenue resulting from any such emergency or disaster.

(c) not assign this Lease Agreement or to sublet the demised premises, or any portion thereof, without written permission of the COUNTY. Notwithstanding this provision, nothing shall prevent the B.C. Cattle & Fair from charging necessary fees for the use of the facility and property. Notwithstanding this provision, nothing shall prevent the B.C. Cattle and Fair from providing to the City of Robertsdale ten (10) days of usage of the facility each calendar year with the terms of such usage at the discretion of the B.C. Cattle and Fair. Any proceeds or benefits as a result of said usage by the City shall not be considered as part of the rent as described herein.

(d) keep the premises clean, kept and in good order the adequacy of which will be determined by the COUNTY including, without limitation, routine repairs and maintenance. Routine repairs and maintenance shall include, without limitation, any maintenance and repairs that do not require a licensed professional, keeping the property clear of debris, keeping the property clear of garbage, and keeping the property free of vermin. A licensed professional shall include, without limitation, AL General Contractor's License, AL Plumbing and Gas Fitter's License, AL HVAC License, and AL Electrician's License. In the event of a dispute as to whether or not a repair or maintenance item is "routine" and the responsibility of the TENANT, then the COUNTY shall make the final determination. The County shall be responsible for all other repairs.

(e) ensure that the COUNTY has, at all times, any necessary security codes, keys, etc., required to fully access all interior and exterior doors, gates and areas throughout the property and facilities excluding the B.C. Cattle & Fair office excepting as authorized by the Baldwin County Commission. This provision shall survive the termination or expiration of this Agreement.

(f) permit COUNTY and their agents to enter on the premises or any part thereof at any time for the purpose of, without limitation, inspecting, examining or exhibiting same or making repairs or alterations as may be necessary for safety or preservation thereof. This provision shall survive the termination or expiration of this Agreement.

(g) surrender possession of the premises upon the termination of this lease, or any extension hereof as herein provided, in as good condition as when received, reasonable wear and tear and accidents happening by fire or other casualties excepted. This provision shall survive the termination or expiration of this Agreement.

(h) immediately surrender full possession of the property when notified by the COUNTY that the property is needed as shelter. Upon surrendering possession, if the entire leased premises are needed as a shelter or for shelter purposes, Baldwin COUNTY Cattle and Fair shall cease activities until notified by the COUNTY that reentry is allowed.

(i) be responsible for providing ground maintenance for the property;

(j) immediately (within 24 hours) notify the COUNTY EMA Director of any and all events to be held on the property, or that will cause any portion of the leased property to be used, without consideration of nature or size.

(k) in relation to their duties and use under this Agreement and their duties and use relating to the subject property, at their sole cost and expense, comply with County, State and Federal ordinances and statutes now in force or which may hereafter be in force. Any such violations, or potential violations, relating to any B.C. Cattle and

Fair duties or use of the subject property shall be remedied immediately at the cost of B. C. Cattle and Fair. Failure to remedy such violations or potential violations shall constitute a breach of this Agreement.

(l) conduct its business and to exercise reasonable efforts to control its agents, employees, invitees and visitors in such manner as not to create any damage, nuisance, or interfere with, annoy or disturb any other tenants or the COUNTY in the operation of the building. This provision shall survive the termination or expiration of this Agreement.

(m) immediately (within 24 hours) notify the COUNTY of any damage, nuisance, interference, annoyance, or disturbance. Notwithstanding any provision herein, the B.C. Cattle and Fair shall be responsible for all costs associated with any such damage, nuisance, interference, annoyance, or disturbance by, or due to, without limitation, any of its agents, employees, invitees or visitors. This provision shall survive the termination or expiration of this Agreement.

(n) shall not allow or permit any mechanic's or materialman's lien or any other lien(s) of whatsoever nature to be placed upon the leased premises or building. Nothing in this Lease shall be deemed or construed in any way as constituting the consent of the COUNTY, express or implied, to any person for the performance of any labor or the furnishing of any materials of all or part of the leased premises, nor as giving the B.C. Cattle and Fair any right, power or authority to contract for or permit the rendering of any services or furnishing thereof that would or might give rise to any mechanic's or materialman's lien or other liens against the leased premises. This provision shall survive the termination or expiration of this Agreement.

(o) shall in the event of a sale or assignment of the COUNTY'S interests in the property, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of power to sale, the lease and all of its terms shall remain in effect.

(p) allow the County full and complete access to all electronics and all manner of communication existing within the property, excepting only personal property owned by the B. C. Cattle and Fair.

**Covenants of
County**

The COUNTY covenants and agrees as follows:

- (a) not to discontinue any service or facility herein contracted for;
- (b) the COUNTY shall keep the leased premises in good repair and tenantable condition which includes only those repairs requiring a licensed professional to perform including, without limitation, AL General Contractor License; AL Plumbing and Gas Fitter License; AL HVAC License; AL Electricians License;
- (c) the COUNTY shall make and maintain the demised premises in a condition that is accessible to and usable by the handicapped in accordance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and applicable federal regulations and standards.
- d) to be responsible for the actual testing of the emergency generators serving the property and any costs associated with such tests. Notwithstanding this provision, nothing shall cause the COUNTY to be responsible for costs associated with the B.C. Cattle and Fair actual use of such emergency generators.
- (e) allow the B.C. Cattle and Fair Association to control access to the public right of way existing on the property subject only to the ability of the County to gain access at any time.

Relationship

Nothing contained in this Lease shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood that neither the provisions contained herein nor acts of the Parties hereto, shall be deemed to create a relationship other than that of Landlord and TENANT.

Severability

If any term or provision of this Lease, or the application thereof to any person or circumstance, be invalid or unenforceable the remainder of this Lease or the application of such term or provision to person or circumstances other than those as

to which it is held as invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Time of the Essence

Except as may be otherwise provided for herein, time is of the essence in this Lease as to all acts of the TENANT and COUNTY.

Transfers of the County

The COUNTY shall have the right to transfer and assign, in whole or in part, all rights and obligations hereunder and in the buildings and leased premises referred to herein, and in such event and upon such transfer the COUNTY shall be relieved of all further obligations hereunder and the B.C. Cattle and Fair agrees to look solely to the interest of the COUNTY'S successor in interest for the performance of such obligations; provided that, such transferee or assignee of the COUNTY'S interest and rights shall be bound by, and must agree to honor, all of the terms and provisions and conditions of the Lease.

Acts of God

This lease shall become null and void at the option of the B.C. Cattle & Fair in the event said leased premises should be destroyed by fire, or any reason whatsoever including acts of God, and the liability of the B.C. Cattle & Fair for rents thereafter occurring under this lease agreement shall cease upon the said happening of any said events, but if said leased premises are partially (less than 50%) damaged by fire ,casualty or any reason whatsoever including acts of God, then the same shall be repaired and restored by the COUNTY as speedily as possible, at the COUNTY's own expense, and from date of such damage until completion of such repairs, an equitable abatement of rent shall be allowed to the B.C. Cattle & Fair.

Subordination

The B.C. Cattle & Fair rights under this lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now, or may hereafter be placed upon the premises; provided that the B.C. Cattle & Fair's tenancy shall not be disturbed, nor shall the covenants and conditions of this lease be invalidated or changed.

Tenant's Remedy

If at any time the County either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the B.C. Cattle

& Fair shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the B.C. Cattle & Fair, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon the Parties in writing, the B.C. Cattle & Fair may cause the default or noticed problem to be corrected. The County shall reimburse any related charges to the B.C. Cattle & Fair upon receipt of invoice for the same.

COUNTY's Remedy

If at any time the B.C. Cattle and Fair either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the COUNTY shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the COUNTY, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon by the Parties in writing, the COUNTY may cause the default or noticed problem to be corrected. The TENANT shall reimburse any related charges to the COUNTY upon receipt of invoice for the same.

Indemnification.

To the fullest extent permitted by law, the B.C. Cattle and Fair shall defend, indemnify, and hold harmless the COUNTY from and against all claims, damages, losses including death, and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from any and all acts or omissions of the B.C. Cattle and Fair, its employees, servants, or its agents relating to, as a result of, contemplated by, or allowed for herein.

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 B. C. Cattle & Fair 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.

Drug-Free Workplace.

In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Agreement, B. C. Cattle & Fair certifies that it is responsible for knowing, and will comply with, the standards of the BCC drug-free work place.

Discrimination Clause

B. C. Cattle & Fair will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. B. C. Cattle & Fair shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

**Debarment and
Suspension**

The B.C. Cattle & Fair warrants and represents to the COUNTY that neither the B.C. Cattle & Fair nor any of the B.C. Cattle & Fair's trustees, officers, directors, agents, servants, and employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Notices

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

B.C. Cattle & Fair: Post Office Box 1491
 Robertsdale, Alabama 36567

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

Entire Understanding This Lease shall supersede and take the place of all previous agreements and leases and shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Amendments This Agreement may be amended, modified or altered in any respect so long as such amendment, modification or alteration is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

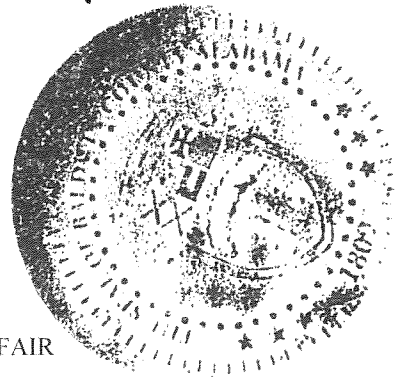
SIGNATURE PAGE TO FOLLOW

LESSOR:
BALDWIN COUNTY, ALABAMA

By: T. Elliott / 10/17/17
T. Christopher Elliott, Chairman Date

ATTEST:

Ronald J. Cink / 10-17-17
Ronald J. Cink, County Administrator Date



LESSEE:
BALDWIN COUNTY CATTLE & FAIR
ASSOCIATION, INC.

By: George Campbell / 10-5-17
George Campbell, President Date

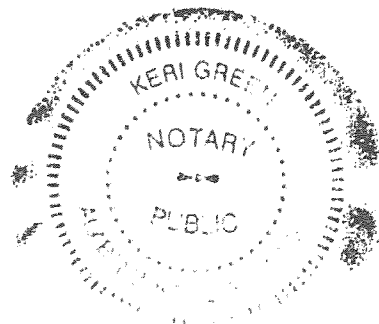
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Keri Green, a Notary Public in and for said county in said state, hereby certify that T. Christopher Elliott, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this 17th day of October, 2017.

Keri Green
Notary Public, Baldwin County, Alabama
My Commission Expires: 11-23-19

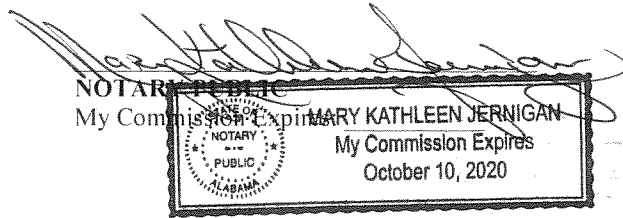


STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said county in said state, hereby certify that, George Campbell, whose name as President of Baldwin County Cattle & Fair Association, Inc., a corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Cattle & Fair Association, Inc., on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.



REAL ESTATE SALE AND PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that this Real Estate Sale and Purchase Agreement (hereinafter "AGREEMENT") is made and entered into by and between **BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC.** an Alabama non-profit corporation, (hereinafter "SELLER") and **BALDWIN COUNTY, ALABAMA**, a political subdivision of the State of Alabama, (hereinafter "BUYER").

WITNESSETH:

WHEREAS, pursuant to Agenda item numbered L10, as unanimously approved by the Baldwin County Commission, as the governing body of the BUYER, in regular session assembled on October 18, 2005, and the Memorandum of Understanding (a copy of which is attached hereto, but not incorporated herein, as Exhibit A) executed by the BUYER and SELLER, BUYER has agreed to buy and SELLER has agreed to sell, upon the terms and conditions contained herein, a certain parcel of real property (the "Subject Real Property") located within the City of Robertsedale, Alabama. The Subject Real Property, more fully described in Section 1 below, consists of a coliseum and arena and related improvements (collectively the "Subject Improvements"). The Subject Improvements, constructed with the help of the Federal Emergency Management Agency ("FEMA"), provide both the citizens of the BUYER with a hurricane shelter and officers of the SELLER with a location from which to conduct its business; and

WHEREAS, in connection with the execution and delivery of this Agreement, SELLER and BUYER have agreed to enter into a Real Estate Lease (the "Lease") whereby BUYER shall lease the Subject Improvements to SELLER for a term expiring on August 31, 2083 (the "Lease Term"). Pursuant to the Lease SELLER shall use the Subject Improvements to conduct its business. The conduct of the SELLER'S business shall not prevent the Subject Improvements from also being used, during the Lease Term, as a hurricane shelter available to BUYER'S citizens; and

WHEREAS, SELLER and BUYER wish to reduce to writing the said terms of the Memorandum of Understanding and their mutual acceptance thereof and hereof by

executing and delivering this AGREEMENT upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained within this AGREEMENT, the sufficiency of which is hereby acknowledged, BUYER and SELLER do hereby agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE SUBJECT REAL PROPERTY**

AND SUBJECT IMPROVEMENTS. SELLER agrees to sell and BUYER

agrees to buy the Subject Real Property and Subject Improvements thereon, as described on Exhibit B attached hereto and incorporated herein by reference, and as further identified by the aerial photo attached hereto and incorporated herein by reference as Exhibit C, upon the terms and conditions set forth in Section 3 below.

2. **AGREEMENT TO GRANT RIGHT OF FIRST REFUSAL TO ADJOINING REAL PROPERTY AND ADJOINING IMPROVEMENTS.**

(A) Grant of Right of First Refusal. Should SELLER decide to sell that certain real property (the "Adjoining Real Property"), and the related improvements thereon (the "Adjoining Improvements"), adjoining the Subject Real Property, as described on Exhibit D (The description of the property in the first right of refusal) attached hereto and incorporated herein by reference, SELLER hereby grants to BUYER the exclusive first right of refusal (the "Right of Refusal") to purchase such Adjoining Real Property and Adjoining Improvements (the Subject Real Property, Subject Improvements, Adjoining Real Property and Adjoining Improvements are hereinafter collectively referred to as the "Properties").

(B) Option Period. SELLER shall immediately notify BUYER in writing of its decision to sell the Adjoining Real Property and Adjoining Improvements.

BUYER shall have ninety days (the "Option Period"), from its receipt of written notice of SELLER'S decision to sell, in which to notify SELLER in writing of its intent to exercise its right to purchase such Adjoining Real Property and Adjoining Improvements. During the Option Period, SELLER shall not advertise, discuss, negotiate or enter into any agreement for the sale, lease or other disposition of the Adjoining Real Property or Adjoining Improvements with any other party until BUYER submits to SELLER a written statement, duly authorized by resolution of the governing body of the BUYER, refusing such Right of Refusal granted pursuant to this section.

(C) Material Inducement. Said Right of Refusal shall be a material inducement to this Agreement, shall survive the Closing Date and shall be properly documented and preserved by filing evidence thereof in the Probate Court of Baldwin County.

3. **PURCHASE PRICE FOR SUBJECT REAL PROPERTY, SUBJECT IMPROVEMENTS AND RIGHT OF REFUSAL AND METHOD OF PAYMENT.**

(A) Acceptance of Purchase Price and Terms of Conveyance. BUYER agrees to pay and SELLER agrees to accept therefor the sum of Four Million Eight Hundred Sixty Four Thousand Six Hundred Fifty One and 00/100ths Dollars (\$4,864,651.00) (the "Purchase Price") as the Purchase Price for the Subject Real Property, Subject Improvements and Right of Refusal. The Subject Real Property shall be conveyed by General Warranty Deed, in form acceptable to BUYER, subject only to any recorded public easements or rights-of-way. SELLER shall

also deliver to BUYER, simultaneously with the execution and delivery of the General Warranty Deed, a Bill of Sale as evidence of the sale by SELLER and purchase by BUYER of the Subject Improvements located on the Subject Real Property. Notwithstanding anything written herein, BUYER shall not be responsible for any amounts, costs, overruns, or overages incurred, in any quantity, exceeding the Purchase Price.

(B) Components of Purchase Price. The Purchase Price represents the cumulative value of a USDA loan in the amount of Two Million Three Hundred Fifteen Thousand Fifty Four and 00/100ths (\$2,315,054.00) (the "USDA Loan"), and FEMA matching funds in the amount of Two Million Five Hundred Forty Nine Thousand Five Hundred Ninety Seven and 00/100ths Dollars (\$2,549,597.00) (the "FEMA Grant"). The FEMA Grant represents twenty-five percent (25%) of the Ten Million One Hundred Ninety Eight Thousand Three Hundred Eighty Eight Dollars (\$10,198,388.00) required to construct the Subject Improvements. In connection with the foregoing, SELLER shall also deliver to BUYER an acknowledgment from the USDA that said USDA Loan has been paid-off, satisfied and released.

(C) Accounting. At least thirty (30) days prior to the Closing Date, SELLER shall present to BUYER an accounting which is acceptable to BUYER, of all construction costs submitted to the USDA, appropriate State of Alabama office or agency, and/or FEMA, not to exceed FEMA allowable cost.

4. **CLOSING.** The closing of this transaction and consummation of the actions contemplated herein and hereby shall be held at the offices of Bay Minette, Alabama, on September 30, 2008 (the "Closing Date").

5. **MISCELLANEOUS.**

(A) **Release.** The BUYER shall be released and relieved from paying SELLER the Seventy Five Thousand Dollars (\$75,000.00), annual payment previously committed to SELLER on June 15, 2004, and the last payment of which was scheduled to occur on May 21, 2008.

(B) **Conditions Precedent.** Prior to the Closing Date, and as conditions precedent thereto, BUYER shall receive from SELLER the following:

(i) a State audit for the entire building project including, without limitation, any approved change orders to the original plans that were approved by the State of Alabama EMA;

(ii) a completed audit of the USDA Loan. Said audit shall be performed by a third party auditor acceptable to BUYER.

(iii) a certified set of as-built plans for the Subject Real Property and Subject Improvements thereto.

(iv) certification, from both the architect and the general contractor, that the Subject Improvements are compliant with all federal 361 guidelines and/or requirements and have been constructed in accordance with plans approved by BUYER.

(v) a certificate of completion and occupancy for the coliseum issued by the appropriate governmental agency. A six (6) months temporary

certificate of completion and occupancy for the arena issued by the City of Robertsdale with approval by the Baldwin County Building Official. The SELLER covenants that it will complete the necessary improvements to the arena for a certificate of completion and occupancy by construction of the restroom facilities within the 180 days (six (6) months), allowed for by the Temporary Certificate of Occupancy issued by the City of Robertsdale and dated August 27, 2008, in accordance with the plans approved by the Baldwin County Building Official and at its own expense.

SELLER covenants that any and all business or affairs related to or reasonably envisioned by the subject construction and improvements shall in no way burden, encumber, or result in liens or charges against the property. Time is of the essence relating to this work. This section is a material inducement to the COUNTY to execute this Agreement and agree upon the conditions herein. The COUNTY retains all protections made herein this Agreement, and all remedies at law, to enforce the covenants made herein.

(vi) a completed audit of their FEMA Grant, including a listing of all expenditures made from those funds to include, without limitation, expenditures made for light fixtures and appliances.

(vii) lien waivers from all appropriate contractors and sub-contractors evidencing that all bills and invoices for construction of the Subject Improvements have been paid in full and all claims or rights thereto have been released.

(C) Inspector's Report. BUYER shall have also received, prior to the Closing Date and as a condition precedent thereto, from BUYER'S designated inspector, a report that the Subject Improvements are free from material defects and have been constructed in accordance with the plans approved by BUYER.

(D) Indemnification. To the fullest extent permitted by law, SELLER shall unconditionally indemnify and hold harmless BUYER, BUYER'S officers, directors, partners, commissioners, and employees from and against any and all costs, losses, and damages, including but not limited to all fees and charges of SELLER'S attorneys, other professionals, and all court or dispute resolution costs, caused by the acts or omissions of SELLER or SELLER'S officers, directors, partners, employees, and/or consultants with respect to, envisioned by or as a result of this Agreement, including without limitation all representations and/or warranties made herein and any chargebacks, refunds, losses, reimbursements, indemnifications, reparations, remunerations, returned payments required by any local, state or federal agency in relation to the Properties. SELLER'S agreement to unconditionally indemnify and hold the BUYER harmless shall include, at a minimum and without limitation, any and all instances, findings, results, consequences, discoveries or events resulting from or due to any audit investigation, review, inspection, examination or probe by, or on the behalf of, without limitation, FEMA, USDA or United Bank, at any time whatsoever following the execution of this Agreement. This provision shall survive the termination or expiration of this Agreement.

6. **REPRESENTATIONS AND WARRANTIES.** SELLER represents and warrants to BUYER the correctness, truthfulness and accuracy of the following representations and warranties:

(A) Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by SELLER will not (i) constitute a breach or a violation of any law, agreement, certificate of incorporation, by-laws, indenture, deed of trust, mortgage loan agreement or other instrument to which SELLER is a party, or by which SELLER is bound; (ii) constitute a violation of any order, judgment or decree to which SELLER is a party or by which SELLER's assets or properties are bound or affected or (iii) result in the creation of any lien, charge or encumbrance upon SELLER's assets or properties.

(B) Good and Merchantable Title and Properties Free From Encumbrances. SELLER has good and merchantable title to the Properties. As of the Closing Date, the Properties will be free of all encumbrances of any kind.

(C) SELLER'S Organization. SELLER is a federal 501(c)(3) corporation duly organized, validly existing and in good standing under the laws of the State of Alabama. SELLER is not aware of any event, occurrence or investigation, pending, ongoing or threatened, which may result in the revocation of its status as a federal 501(c)(3) corporation. The execution and delivery of this Agreement by George Campbell, as President, has been duly authorized by all necessary corporate action. SELLER is not presently subject to proceedings in any bankruptcy court.

(D) No Other Parties In Possession. As of the Closing Date, but except as provided therefor in the Lease, there are no other parties who have any right to possess or occupy the Properties.

(E) Other Matters. SELLER has no actual knowledge of any latent defects or other circumstance or condition applicable to the Properties.

7. CLOSING COSTS. SELLER hereby agrees to pay for deed preparation. BUYER herein agrees to pay for the owner's title insurance policy and recording fees. BUYER may, at BUYER'S own expense, obtain an updated survey of the Properties.

8. ENVIRONMENTAL INDEMNITY. SELLER shall unconditionally indemnify and hold BUYER harmless for any loss, liability or damage sustained by BUYER due to the presence of any hazardous substance located on the Properties or in connection with the violation of any environmental law. This environmental indemnity shall survive this Agreement and be of continuing duration, other provisions herein notwithstanding.

9. TITLE INSURANCE COMMITMENT. The purchase is contingent upon the issuance of a title insurance commitment by a company qualified to insure titles in Alabama insuring the BUYER against loss on account of any defect or encumbrance in the title. SELLER shall make the commitment available to BUYER for review and approval at least seven days prior to the Closing Date.

10. INSPECTION RIGHT. Prior to the Closing Date, BUYER and its agents and contractors shall have the right to enter upon the Properties at reasonable times to make surveys, soil tests and other studies thereof, provided that no building or

other improvement shall be disturbed. BUYER shall hold SELLER harmless concerning these investigations or any claims resulting from BUYER'S consultants.

11. **PRORATION OF PROPERTY TAXES.** All taxes and current assessments with regard to the Properties due and payable on October 1, 2008 shall be prorated between BUYER and SELLER as of the Closing Date.

12. **GENERAL.**

(A) **Survival of Representations and Warranties.** Each of the parties to this Agreement covenant and agree that, whether or not so stated, their respective representations, warranties, covenants, statements, and agreements contained anywhere in this Agreement shall survive the Closing Date.

(B) **Waivers.** No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

(C) **Notices.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid, in writing to the other party.

(D) Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning of interpretations of this Agreement.

(E) Governing Law. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Alabama. The parties herein agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Baldwin County, State of Alabama. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one (1) year subsequent to the date the cause(s) of action actually accrued, regardless of whether damages were otherwise as of said time calculable.

(F) Time of the Essence. Time and timely performance are of the essence to this contract and of the covenants and provisions hereunder.

(G) Successors and Assigns. Rights and obligations created by this contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Whenever used, the singular number shall include plural, the plural the singular, and the use of any gender shall include all genders.

(H) Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service or process therefore may be obtained through

certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

(I) Extraordinary Remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available hereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists by law.

(J) No Brokerage Commission. SELLER and BUYER agree that neither party has dealt or will deal with any real estate broker or salesperson with regard to the Properties.

(K) Merger Clause. All agreements, terms and conditions regarding this transaction between SELLER and BUYER are contained herein. The parties agree that there are no other agreement or transactions other than those stated herein and if any so exist they are merged within this document. If this Agreement shall contain any term or provision which shall be determined to be invalid or against public policy, then the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

(L) Termination. BUYER shall have the right to terminate this Agreement upon the occurrence of a material misrepresentation of any warranty, representation or other fact, statement or omission herein by SELLER.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto and signed by an officer thereunto duly authorized and attested under the corporate seal of the Secretary of the Corporate party hereto, if any.

SELLER:

BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC., an Alabama non-profit corporation

DATE: September 4, 2008

BY: George Campbell
GEORGE CAMPBELL,
as its President

BUYER:

BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, governed by its County Commission

COUNTY SEAL

DATE: 9/10/2008

BY: Frank Burt
FRANK BURT, Chairman of the Board Of Commissioners of the Baldwin County Commission

ATTEST:

Michael L. Thompson
MICHAEL L. THOMPSON, Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public within and County and State, hereby certify that GEORGE CAMPBELL, whose name as President of Baldwin County Cattle & Fair Association, Inc., and whose name is signed to the foregoing instrument and who is known to me acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this the 4th day of September, 2008.

SEAL

Allyn B. Parker
NOTARY PUBLIC

My Commission Expires: 11-17-08

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public within and County and State, hereby certify that FRANK BURT, whose name as Chairman of the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision organized and existing under and by virtue of the laws of the State of Alabama, and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said political subdivision.

Given under my hand and seal on this the _____ day of _____, 2008.

SEAL

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

Memorandum of Understanding

The following Memorandum of Understanding is attached hereto for convenience, not incorporation, and is more particularly described as follows:

STATE OF ALABAMA
COUNTY OF BALDWIN

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS, THAT, this memorandum of understanding is made and entered into on this the 18th day of October, 2005, between the Baldwin County Cattle & Fair Association, Inc., ("B.C. Cattle & Fair") and Baldwin County, Alabama (the "County").

WHEREAS, the terms contained in this memorandum of understanding shall be memorialized in an agreement ("agreement") to be executed by the parties in the immediate future; and

WHEREAS, the B. C. Cattle & Fair has received preliminary approval by the United States Department of Agriculture ("USDA") for a community facilities loan in the amount of TWO MILLION TWO HUNDRED NINETY THREE THOUSAND EIGHT HUNDRED SIXTY THREE AND 00/100THS (\$2,293,863.00) DOLLARS, for the construction of a coliseum and arena; and

WHEREAS, the B. C. Cattle & Fair has received preliminary approval by the Federal Emergency Management Agency ("FEMA") for a THREE (3) MILLION dollar plus federal matching grant for use in construction of the coliseum ~~and arena~~ bringing the coliseum up to standard code requirements for use as a hurricane evacuation shelter; and

WHEREAS, representatives of the B.C. Cattle & Fair and the County have met and determined that it would be in the best interest of the people of Baldwin County, Alabama, to construct the coliseum and arena to the standards as aforesaid, which would provide an approved hurricane evacuation shelter for not less than one thousand eight hundred (1,800) residents of the County.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the B. C. Cattle & Fair and the County mutually covenant and agree as follows:

1. DEMISED PREMISES

(A) B. C. Cattle & Fair shall construct the coliseum ^{RC} and ~~arena~~ to the standard code requirements for use as a hurricane evacuation shelter on fifteen (15) acres of land, as described on Exhibit "A", attached to and made a part of this agreement.

(B) B.C. Cattle & Fair shall use the loan and grant proceeds for construction of the coliseum and arena and borrow the necessary funds to satisfy the required matching portion of the FEMA grant.

(C) B.C. Cattle & Fair shall obtain the necessary building and related permits for the coliseum and arena from the City of Robertsdale, Alabama and the County agrees to perform the building inspections during construction with

B.C. Cattle & Fair obtaining written consent of the foregoing by the City of
Robertsdale, Alabama.

(D) Upon completion of construction of the coliseum and arena,
B.C. Cattle & Fair shall convey the real property and improvements described on
Exhibit "A" by a Warranty Deed to the County. An accounting acceptable to the
County of all construction cost submitted to the USDA and FEMA shall be
provided to the County, not to exceed FEMA allowable cost. *DEB JAC*

✓ (E) The County shall assume payment of the loan to the United States
Department of Agriculture and pay off the loan of B.C. Cattle & Fair for the
matching funds borrowed by B.C. Cattle & Fair to construct the project.

✓ (F) The County shall lease the coliseum, arena and land to the B. C.
Cattle & Fair on a long term lease in exchange for an annual rental of Fifteen
Thousand and 00/100ths (\$15,000.00) Dollars, plus fifteen percent (15%) of the _____
gross revenue received by the B.C. Cattle & Fair Association, Inc., for activities
on the property excluding revenue from the annual Baldwin County Fair.

✓ (G) The B.C. Cattle & Fair shall freely allow the County to use the
coliseum and arena when such use does not conflict with any use of by the B. C.
Cattle & Fair, excepting only times of natural disasters and/or acts of God.
B. C. Cattle & Fair further agrees to allow the County to use all of its property
during disasters and/or acts of God if needed.

✓ (H) The B.C. Cattle & Fair shall be responsible for paying all utilities used on the property other than when used by the County during times of natural disaster.

2. INSURANCE

✓ (A) The County shall maintain its own fire and casualty insurance on the coliseum and arena for use of the leased premises.

✓ (B) The B.C. Cattle & Fair shall maintain its own liability insurance for use of the leased premises. The County shall maintain liability insurance on the coliseum and arena when used as a hurricane evacuation shelter.

3. MISCELLANEOUS

✓ (A) The County shall be relieved from paying the B.C. Cattle & Fair, the SEVENTY FIVE THOUSAND AND 00/100THS (\$75,000.00) DOLLARS, annual payment for ten (10) years previously committed to the B. C. Cattle & Fair.

✓ (B) The County shall keep the coliseum and arena in good repair.
✓ The B.C. Cattle & Fair shall be responsible for providing ground maintenance for the property and improvements.

✓ (C) This agreement is expressly conditioned on the County obtaining a favorable bond validation order from the Circuit Court of Baldwin County, Alabama, which the County shall be responsible for filing and diligently pursuing. Otherwise, this agreement shall be null and void.

(D) This Memorandum of Understanding will be null and void if the FEMA grant described herein is not approved.

(E) Time is very much of the essence and the parties shall diligently pursue the execution of an agreement encompassing the covenants of this memorandum of understanding.

✓ (F) Should the BC Cattle & Fair decide to sell its remaining forty (40) acres of land surrounding the coliseum and arena, the County shall have the first right of refusal to purchase the property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the 25th day of October, 2005.

BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC.

BY: George Campbell
GEORGE CAMPBELL
AS ITS: PRESIDENT

BALDWIN COUNTY COMMISSION

BY: David E. Bishop
DAVID E. BISHOP
AS ITS: CHAIRMAN

ATTEST:

Locke W. Williams
LOCKE W. WILLIAMS,
OFFICE OF CLERK / TREASURER

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George Campbell, as President of the Baldwin County Cattle & Fair Association, Inc., 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 said instrument, he, as President, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal hereto affixed by me on this the 28th day of October, 2005.

Christine Morris

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 18, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David E. Bishop as Chairman and Locke W. Williams as Treasurer 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 said instrument, they as such Chairman and Treasurer of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal hereto affixed by me on this the 28th day of October, 2005.

Lani A. Zippin
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 13, 2008
~~BONDED THROUGH NOTARY PUBLIC UNDERWRITERS~~

FROM

(TUE) JAN 17 2006 11:00/ST. 10:59/No. 6855716720 P 2

Robertsdale Fairgrounds

Legal Description
Parcel "A"

Commencing from the South West corner of the North West quarter of Section 8, Township 6 South, Range 4, East, Baldwin County, Alabama; Thence run North 00°03'13" East, a distance of 1332.53 feet to a point; Thence run South 89°56'43" East, a distance of 50.48 feet to a point; Thence continue South 89°56'43" East, a distance of 1287.72 feet to a point to The Point of Beginning of Parcel "A"; Thence run South 89°56'43" East, a distance of 1307.59 feet to a point; Thence run South 00°23'05" West, a distance of 1297.46 feet to a point; Thence run South 89°58'34" West, a distance of 1306.94 feet to a point; Thence run North 00°21'20" East, a distance of 1299.25 feet to the Point of Beginning; containing 38.96 Acres, more or less.

FROM

(TUE) JAN 17 2006 11:00/ST. 10:59/No. 6855716720 P 3

Robertsdale Fairgrounds

Legal Description
Parcel "B"

Commencing from the South West corner of the North West quarter of Section 8, Township 6 South, Range 4, East, Baldwin County, Alabama; Thence run North 00°03'13" East, a distance of 1332.53 feet to a point; Thence run South 89°56'43" East, a distance of 50.48 feet to a point; Thence continue South 89°56'43" East, a distance of 1287.72 feet to a point; Thence run South 89°56'43" East, a distance of 1307.59 feet to a point; Thence run South 00°23'05" West, a distance of 1297.46 feet to a point; Thence run South 89°58'34" West, a distance of 379.00 feet to the Point of Beginning of Parcel "B"; Thence continue South 89°58'34" West, a distance of 675.00 feet to a point; Thence run North, a distance of 971.19 feet to a point; Thence run East, a distance of 675.00 to a point; Thence run South, a distance of 970.91 feet to the Point of Beginning; continuing 15.05 Acres, more or less.

EXHIBIT B

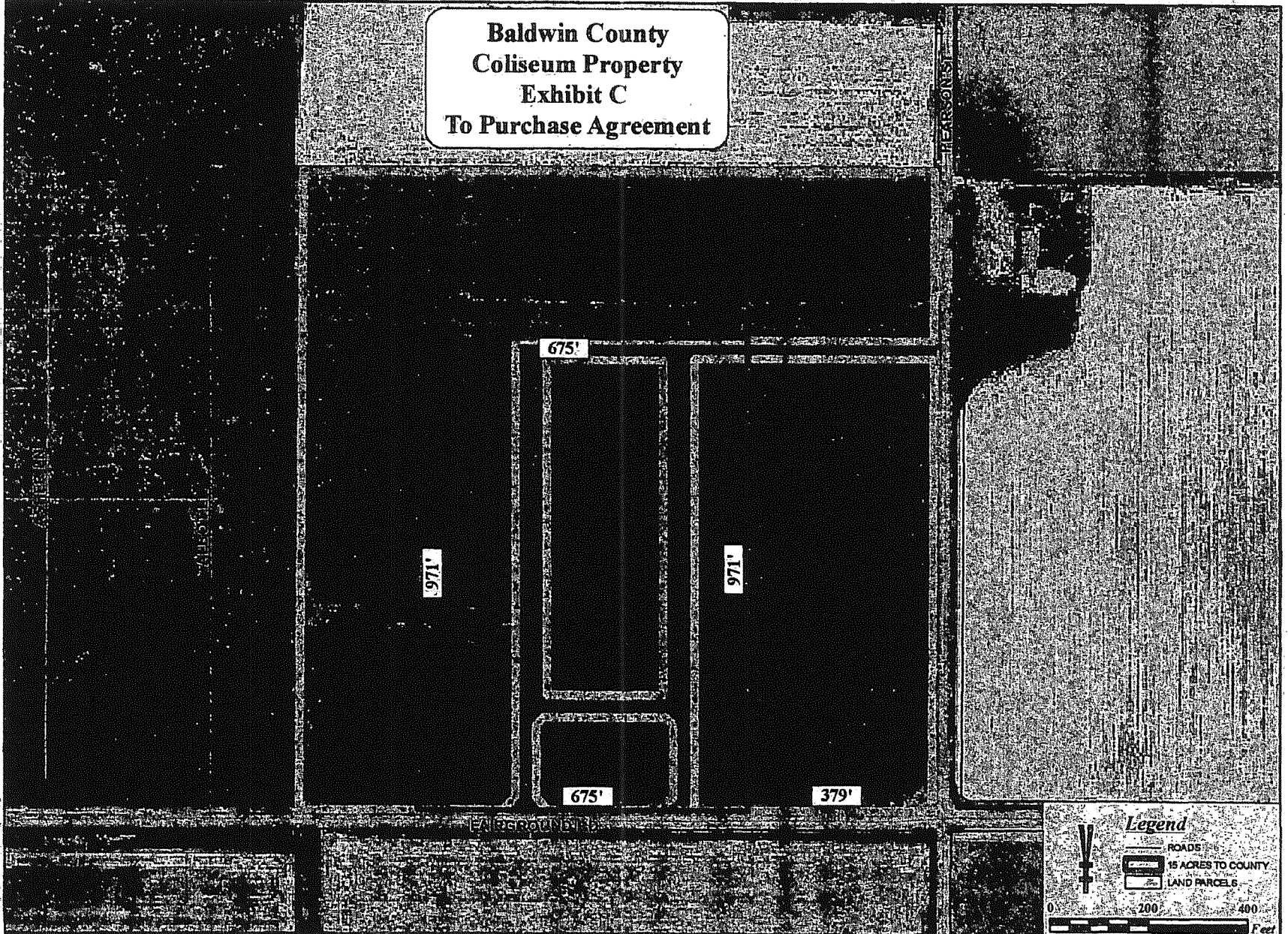
The Subject Real Property is more particularly described as follows:

Commencing from the South West corner of the North West quarter of Section 8, Township 6 South, Range 4 East, Baldwin County, Alabama; thence run North 00°03'13" East a distance of 1332.53 feet to a point; thence run South 89°56'43" East a distance of 50.48 feet to a point; thence continue South 89°56'43" East a distance of 1287.72 feet to a point; thence run South 89°56'43" East a distance of 1307.59 feet to a point; thence run South 00°23'05" West a distance of 1297.46 feet to a point; thence run South 89°58'34" West a distance of 379.00 feet to the Point of Beginning of Parcel "B"; thence continue South 89°58'34" West a distance of 675.00 feet to a point; thence run North a distance of 971.19 feet; thence run East a distance of 675.00 to a point; thence run South a distance of 970.91 feet to the Point of Beginning; containing 15.05 acres, more or less.

EXHIBIT C

Aerial Photograph

**Baldwin County
Coliseum Property
Exhibit C
To Purchase Agreement**



Z:\MAINTENANCE SECTION\GIS\CATTLEMAN PROPERTY\CATTLEMAN ASSOCIATION PROPERTY.mxd
August 6, 2008 Ed Beebe

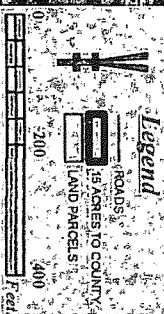
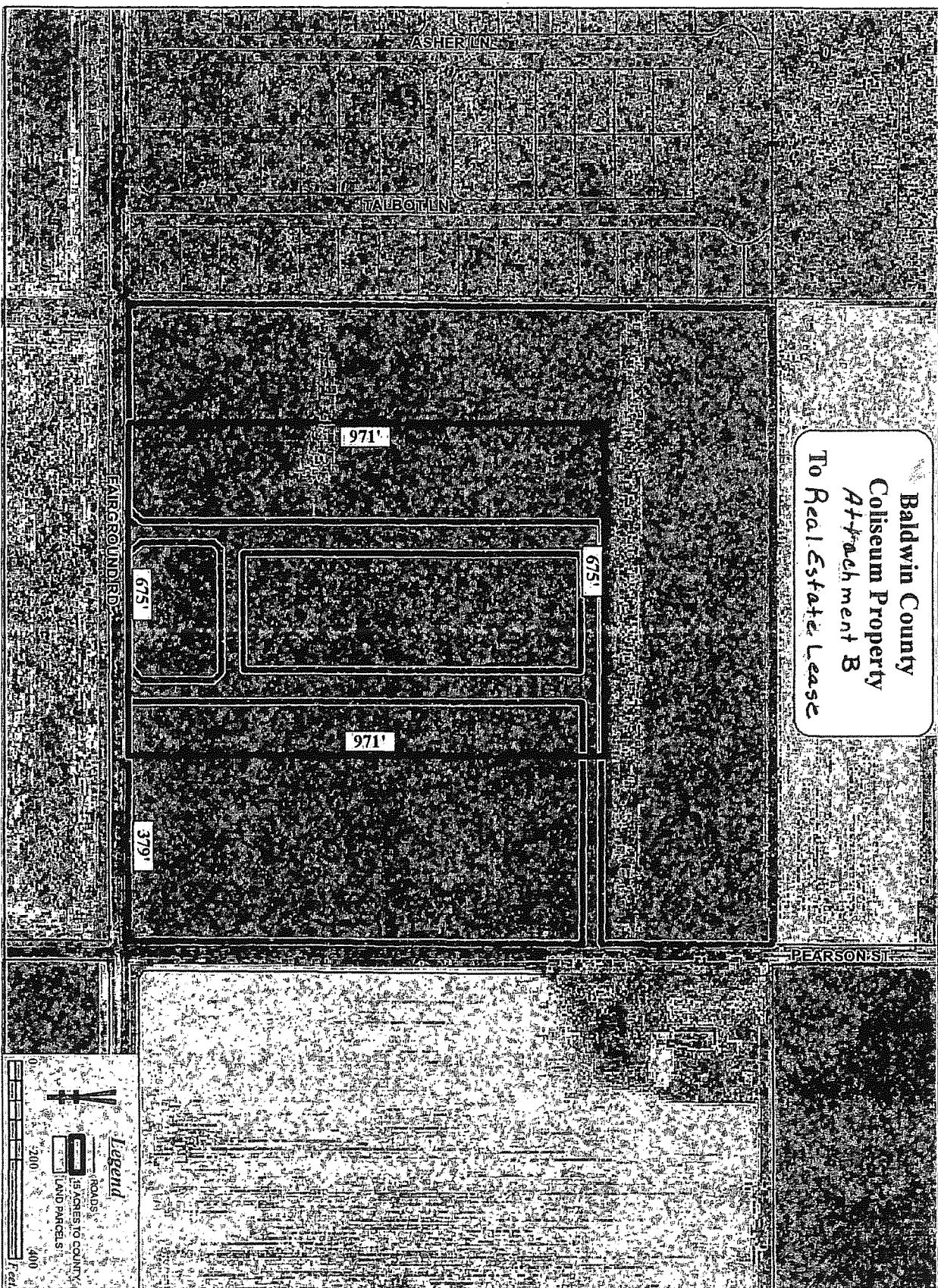
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EXHIBIT D

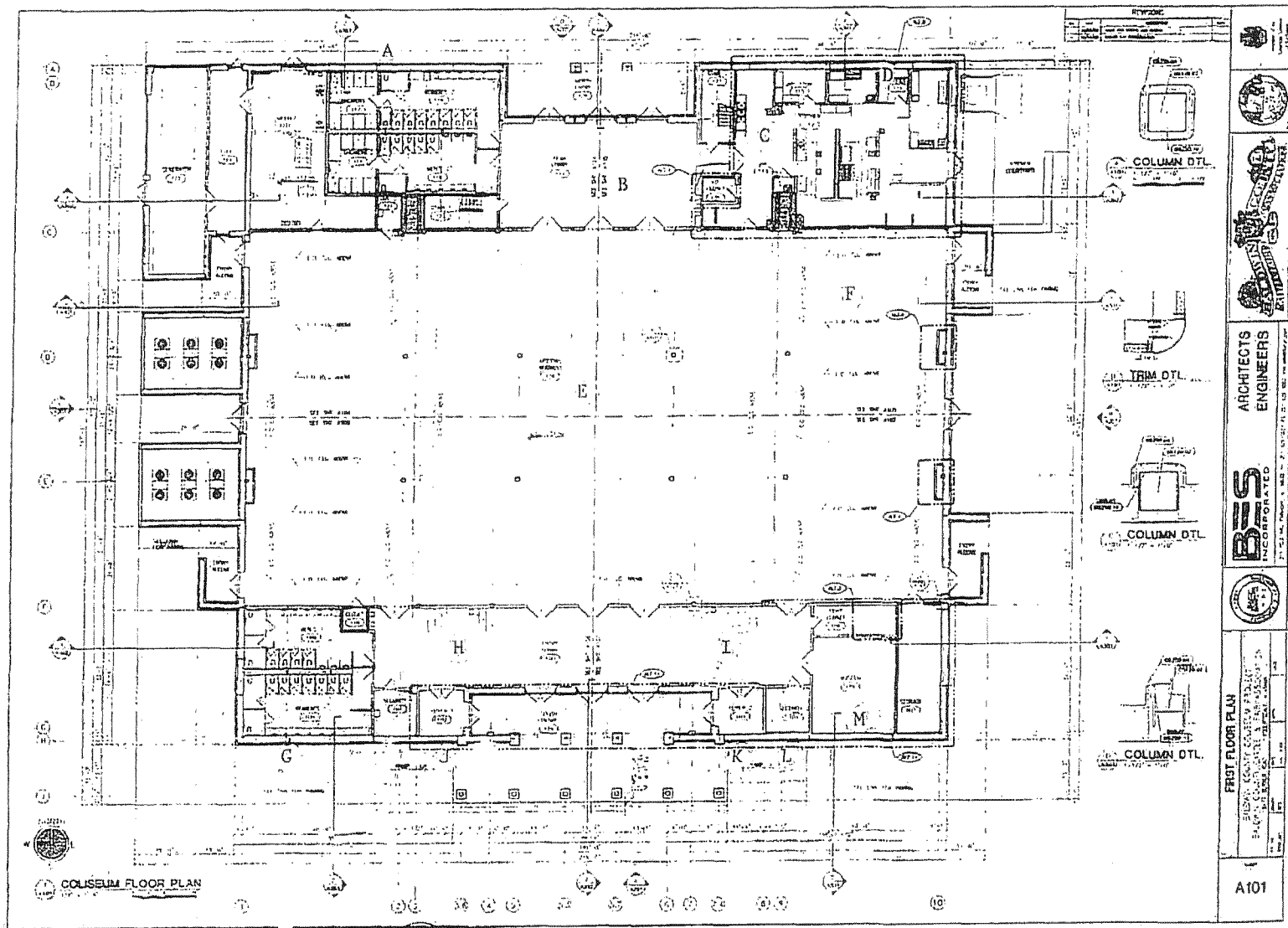
The Adjoining Real Property is more particularly described as follows:

Commencing from the South West corner of the North West quarter of Section 8, Township 6 South, Range 4 East, Baldwin County, Alabama; thence run North 00°03'13" East, a distance of 1332.53 feet to a point; thence run South 89°56'43" East a distance of 50.48 feet to a point; thence continue South 89°56'43" East a distance of 1287.72 feet to a point to The Point of Beginning of Parcel "A"; thence run South 89°56'43" East, a distance of 1307.59 feet to a point; thence run South 00°23'05" West, a distance of 1297.46 feet to a point; thence run South 89°58'34" West, a distance of 1306.94 feet to a point; thence run North 00°21'20" East a distance of 1299.25 feet to the Point of Beginning; containing 38.96 acres, more or less.

Baldwin County
Coliseum Property
Attachment B
To Real Estate Lease

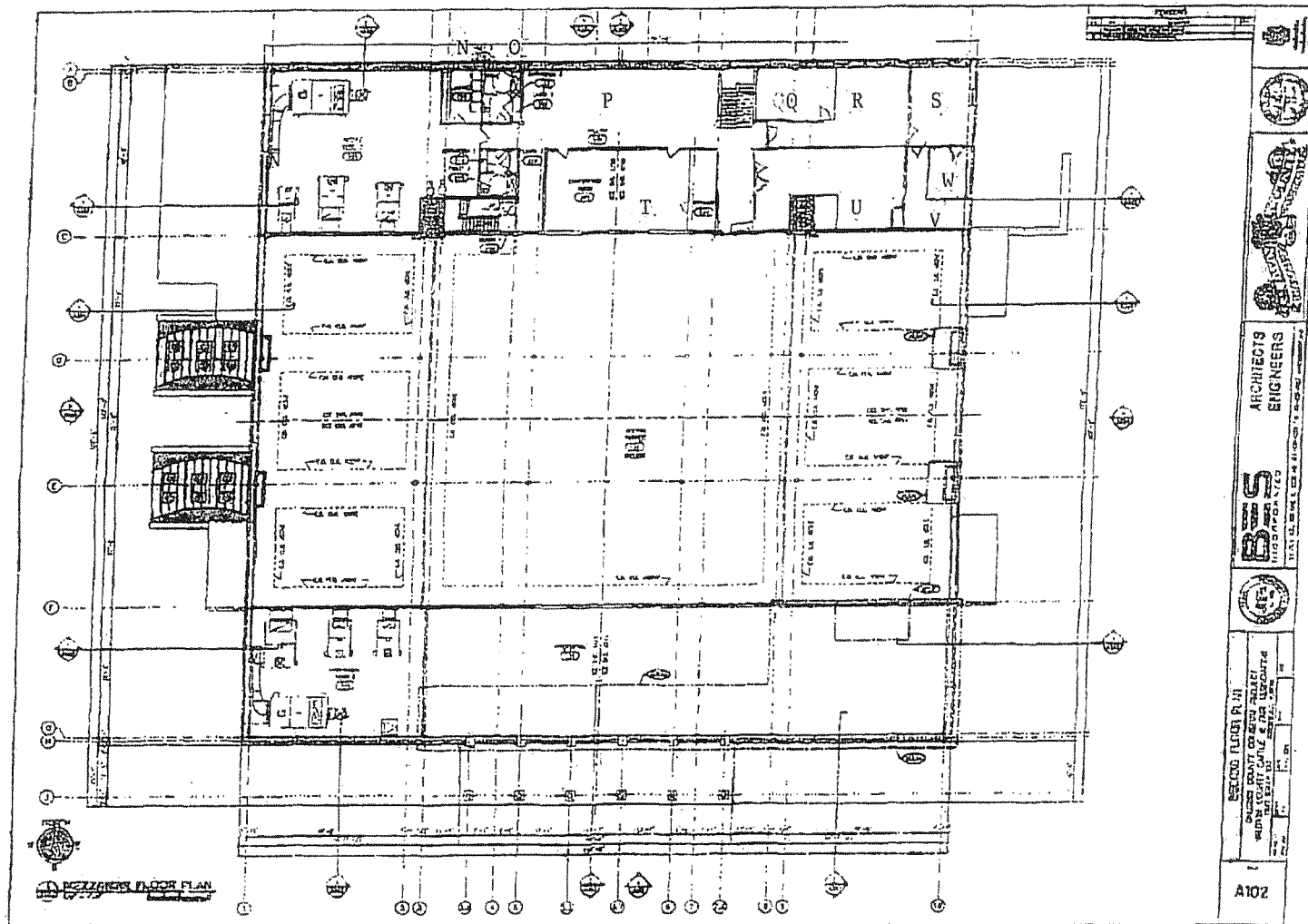


2. MAINTENANCE SECTIONS 2 & 3. CATTLEMAN PROPERTY CATTLEMAN ASSOCIATION PROPERTY. 2.1
August 4, 2008 E4 Print.



EMERGENCY MANAGEMENT FUNCTIONS:

A. Public Restrooms & Showers	H. Registration/Information
B. Logistics	I. Registration/Health Services
C. Cafeteria	J. Isolation
D. Cafeteria Manager's Office	K. Ham Operator (Communications)
E. General Sheltering Area aka "Safe Room"	L. Law Enforcement/Security
F. Feeding	M. Alabama Cooperative Extension System (Day to Day Operations)
G. Public Restrooms	Infirmary & First Aid (Activations)



EMERGENCY MANAGEMENT FUNCTIONS:	
N. Laundry	T. Conference Room
O. Staff Restrooms & Showers	U. Baldwin County EMA Storage Room (Day to Day Operations)
P. Staff Break Room/Lounge Area	Women's Sleeping Quarters (Activations)
Q. C&F Office (Day to Day Operations)	V. C&F Break Room (Day to Day Operations)
County Maintenance Office/Custodial Manager's Office (Activations)	Staff Baggage Area (Activations)
R. C&F Office (Day to Day Operations)	W. C&F Bathroom & Shower (Day to Day Operations)
Men's Sleeping Quarters (Activations)	Shelter Manager's Bathroom
S. C&F Office (Day to Day Operations)	
Shelter Manager's Office (Activations)	



Baldwin County Commission

Agenda Action Form

File #: 20-1288, **Version:** 1

Item #: HA6

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: Addendum

From: Ronald J. Cink, Budget Director

Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE

Purchase of Land from the City of Bay Minette (Bay Minette Police Department Complex)

STAFF RECOMMENDATION

Take the following action:

Approve and authorize the Chairman to execute the Purchase Agreement between the Baldwin County Commission and the City of Bay Minette, for Parcel Number 23-02-09-4-401-003.000 and Parcel Number 23-02-09-4-401-001.001 from the City of Bay Minette for \$895,000 to be funded by the Law Enforcement Money Market Account (\$700,000) and the Sheriff's Department (\$195,000).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: A portion of the plan for the new jail was the purchase of land from the City of Bay Minette. There is a building on the land that the City of Bay Minette would like to lease for a period of time after the sale of the land; the lease agreement will be handled at a later date.

FINANCIAL IMPACT

Total cost of recommendation: 895,000.00

Budget line item(s) to be used: The Law Enforcement Money Market Account would fund \$700,000.00; the General Fund would cover the remaining \$195,000.00 via budgeted and available funds in 52100.5500.

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

N/A

LEGAL IMPACT

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

YES

Reviewed/approved by: IN PROGRESS - BRAD HICKS, COUNTY ATTORNEY

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Department Staff

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

Ensure all necessary documents are executed, obtained, and recorded. Provide a copy of the executed purchase agreement to the following:

Ms. Tammy Smith
City of Bay Minette
301 D'Olive Street
Bay Minette, Alabama 36507

Additional instructions/notes: N/A

PURCHASE AGREEMENT

This Purchase Agreement entered into on the ____ day of _____, 2020 ("Effective Date") is between the City of Bay Minette, Alabama, an Alabama municipal corporation ("Seller") and Baldwin County, Alabama, a political subdivision of the State of Alabama ("Buyer").

1. **Property.** Buyer will buy and Seller will sell, subject to the terms and conditions hereinafter set forth, those parcels of real property and all improvements located thereon, owned by Seller identified by the Baldwin County Revenue Commissioner as Parcel Number 23-02-09-4-401-003.000, also identified by PPIN 10950 and Parcel Number 23-02-09-4-401-001.001, also identified by PPIN 209807. The foregoing parcels are herein after referred to collectively as the "Property". The Property is more particularly depicted on Exhibit "A" which is attached hereto and is hereby made a part hereof. It is acknowledged by the parties hereto that an accurate legal description of the Property is not available at this time. The legal description of the Property shall be provided at a later date as determined by a survey.

2. **Purchase Price.** The total purchase price ("Purchase Price") for the property shall be Eight Hundred Ninety-Five Thousand and No/100 Dollars (\$895,000.00). The Purchase Price shall be payable in cash at closing.

3. **Conditions.** Consummation of the purchase of the Property shall further be subject to the satisfaction of Buyer and Seller, in the sole discretion of each, of all of the following conditions:

A. That Seller will be able to convey title to the Property to Buyer in fee simple, good and marketable of record and in fact, free and clear of any and all liens, conditional sales agreements, covenants, conditions, mortgages, security interests, leases, restrictions, easements, options, claims, unrecorded easements, or other encumbrances or title exceptions of any kind, subject only to exceptions approved by Buyer in writing, which conveyance shall be by statutory warranty deed in proper form for recording. Provided, however, in connection with that portion of the Property known as Lots 1-6 of Block 25 of the Hand Land Company's Addition to the Town of Bay Minette, the last known deed identifies the Public Building Authority of the City of Bay Minette, Alabama ("Building Authority") as the "Grantee". Title to Lots 1-6 was previously vested in the name of the Building Authority as a result of previously outstanding bond indebtedness which was refunded, in full, in 2013. It is the understanding of the parties that certain curative steps may be required in order to close the transaction provided for herein, satisfaction of which is a condition to closing. Seller, at its sole cost, agrees to take all such curative steps reasonably required by the Title Commitment in order to convey title to the Property, including Lots 1-6, to Buyer.

B. That the Buyer shall within five (5) business days of the Effective Date, order a commitment for title insurance ("Title Commitment") from Alabama Land Title Co. ("Title Company"). The Title Company shall serve as the closing agent for this transaction. Buyer shall review the Title Commitment within fifteen (15) days of Buyer's receipt of it and communicate to Seller in writing within such time period any encumbrances, easements or other title exceptions to which Buyer objects. Any encumbrances, easements, or other title exceptions existing as of the date of such Title Commitment to which Buyer does not so object during said fifteen (15) days period shall be deemed accepted by Buyer, but such acceptance shall not extend to such exceptions arising subsequent to the date of the Title Commitment. Should an examination of the title reflect defects which, in the opinion

of Buyer, can be reasonably cured, then Seller shall have fifteen (15) days from receipt of written notice thereof from Buyer within which the fifteen (15) day period granted to Seller for the curing of same. In the event Seller is unable to cure any such title defect with said fifteen (15) day period, Buyer, at its election, shall have the right to either (i) waive the defect(s) and proceed to closing; or (ii) terminate this Agreement.

C. That the Buyer, at its sole expense, shall be able to obtain a current survey of the Property prepared by a surveyor licensed or registered in the State of Alabama.

D. Buyer shall have the option, at its sole expense, of obtaining a current Phase I Environmental report as to the Property. If such report reveals the presence of any Hazardous Substances (as defined below) on the Property, then Seller shall have the option of causing such substances to be removed at its sole expense. In the event Seller elects not to remove the Hazardous Substances then Buyer shall have the option, in its sole discretion to terminate this Agreement or waive this requirement and proceed to closing.

E. That Buyer and Seller will negotiate the terms and conditions of a post-closing lease of a portion of the Property (essentially, that area currently occupied by the Bay Minette Police Department). The lease will be in form as mutually agreed upon by the parties, each in its sole and absolute discretion. The parties agree that the term of the lease will be for a minimum period of two (2) years and will contain a minimum of two (2) renewal options, each being for a period of one (1) year, to be exercised by Seller, in its sole discretion.

F. That the Buyer and Seller will negotiate a license agreement that will allow the Seller to access, maintain and use the radio tower currently located on the Property. The license will be in form as mutually agreed upon by the parties, each in its sole and absolute discretion.

4. **Seller's Representations, Warranties and Agreements.** Seller hereby represents and warrants to Buyer as follows:

A. Subject to the matters set forth in Section 3(A), above, that Seller is the sole owner of the Property, and it is owned in fee simple, subject to only such matters as are disclosed on the commitment for title insurance.

B. That the Property is not the subject of any outstanding agreement with any party pursuant to which any such party may acquire an interest in the Property.

C. That Seller has received no notice of taking or condemnation, actual or proposed, with respect to the Property.

D. That between the date hereof and the closing date Seller shall not sell, transfer, convey, or pledge the Property, or any part thereof, or take any other action, or permit any action to be taken by any other person, that might affect title to the Property or otherwise impair the value of the Property to Buyer.

E. That Seller has requisite power and authority to execute and deliver this Agreement and carry out its obligations hereunder and the transactions contemplated hereby. The Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by

Seller and will constitute Seller's legal, valid, and binding obligation. The consummation by Seller of the sale of the Property is not nor will it be in violation of or conflict with, nor does it constitute a default under, any terms or provisions of any agreement or instrument to which Seller is a party, or by which Seller is bound, or of any provisions of applicable law, ordinance, rule, or regulation of any governmental authority or of any provision of any applicable order, judgment, or decree of any court, arbitrator, or governmental authority.

F. That no default or breach exists under any documents, covenant, condition, restriction, right-of-way, or easement affecting the Property or any appurtenance thereto.

G. That there is no litigation or proceeding pending or threatened against Seller which relates to the Property.

H. During the period of time that the Seller has owned the Property, it has been exempt from all general real estate and ad valorem taxes.

I. Seller hereby expressly represents, warrants and covenants that to the actual knowledge of Seller no person has used or permitted any Hazardous Substances (as herein defined) to be placed, held, stored or disposed of on the Property, or any portion thereof, in violation of any Environmental Laws (as defined herein). The term "Hazardous Substances" shall mean asbestos, petroleum products and by-products, any other hazardous or toxic building material, and any hazardous, toxic, or dangerous waste, substances or material defined as such in or for the purposes of the Environmental Laws. The term "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et. seq.), any so-called "Super-fund" or "Super-lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards or conduct concerning, any hazardous, toxic, or dangerous waste, substance or material or underground storage tanks, now in effect. In this regard, Seller will deliver to Buyer of such Property copies of all environmental reports and data dealing with the Property which are in the possession of Seller.

All of the foregoing representations and warranties shall be deemed to be true, to the best of Seller's knowledge, as of the date hereof and shall be true on the closing date. In the event that any of the foregoing representations or warranties should not be true during the period commencing on the date hereof and ending on the closing date, Seller agrees to perform such actions as may be necessary to cure such defects prior to the closing date.

5. **Buyer's Representations, Warranties and Agreements.** Buyer hereby represents and warrants to Buyer as follows:

A. That Buyer has requisite power and authority to execute and deliver this Agreement and carry out its obligations hereunder and the transactions contemplated hereby. The Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Buyer and will constitute Buyer's legal, valid, and binding obligation. The consummation by Buyer of the sale of the Property is not nor will it be in violation of or conflict with, nor does it constitute a default under, any terms or provisions of any agreement or instrument to which Buyer is a party, or by which Buyer is bound, or of any provisions of applicable law, ordinance, rule, or regulation of any governmental authority or of any provision of any applicable order, judgment, or decree of any court, arbitrator, or governmental authority.

B. Buyer is acquiring the Property in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition without any representation or warranty of Seller, express, implied or statutory, as to the nature or condition of or title to the Property or its fitness for Buyer's intended use of same. Buyer is familiar with the Property. Buyer is relying solely upon its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property.

6. **Closing Costs.** Seller shall be responsible for preparation of the deed. All remaining closing costs shall be divided equally between Buyer and Seller. Each party will be responsible for such party's attorney fees.

7. **Closing.** Closing shall take place at a mutually agreeable time and location within seven (7) days after Buyer and Seller are ready to close, but in no event later than sixty (60) days from the Effective Date. Time shall be of the essence.

8. **Risk of Loss and Possession.** Risk of loss and possession shall shift from Seller to Buyer at closing.

9. **Real Estate Agents.** Buyer and Seller represent that neither has consulted or engaged any broker who may be entitled to a commission, finder's fee, etc. as a result of this transaction.

10. **Condemnation.** If, prior to the closing date, there arises a threat of condemnation or an actual condemnation as to any portion of the Property, Buyer shall have the right to elect (i) to decline to purchase the Property, in which event Buyer shall have no further responsibility to Seller, or (ii) to purchase the Property by paying the full purchase price and reserving the right to receive any condemnation award, or (iii) to purchase the Property by reducing the purchase price in the amount of the condemnation award and to allow Seller to receive any such condemnation award.

11. **Inspection of Property.** Seller hereby grants to Buyer and its agents and representatives a license to enter onto the Property at all times during the term of this Agreement and to perform such examinations of the Property and to make such surveys, soil borings, and other tests as Buyer deems necessary to determine the condition of the Property, provided said tests shall not be so exercised as to damage the Property materially. To the maximum extent permitted under Alabama law, Buyer hereby indemnifies, protects, defends and holds Seller and the Property free and harmless from and against any and all costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys' fees, mechanic's liens, or expenses of any kind or nature whatsoever, arising out of or resulting from (i) any entry and/or activities upon the Property by Buyer, Buyer's agents, contractors and/or subcontractors, and/or the contractors and subcontractors of such agents, or (ii) from the enforcement of this agreement of indemnity or the assertion by Buyer of any defense to its obligations hereunder; provided that in no event shall Buyer have to indemnify Seller for Buyer's mere discovery of any pre-existing adverse condition at the Property.

12. **Survival of Covenants.** Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the closing of the transaction contemplated hereby, shall survive the closing and shall not be merged therein.

13. **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the following addresses:

Notice to Seller

City of Bay Minette
301 D'Olive Street
Bay Minette, Alabama 36507
Attn: Tammy Smith

Notice to Buyer

Baldwin County
312 Courthouse Square
Bay Minette, Alabama 36507
Attn: Wayne Dyess

14. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Alabama. All obligations of the parties created hereunder are performable in Baldwin County, Alabama.

15. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.


16. **Miscellaneous.** This Purchase Agreement contains the entire understanding between the parties, and supersedes any prior or contemporaneous oral or written agreements or representations. No amendment to this Purchase Agreement shall be binding unless same is in writing and signed by both parties. The captions or paragraph headings are for convenient reference only and shall not be used in the interpretation of this Agreement. Faxed copies or photocopies of signed documents shall have the same force and effect as originals.

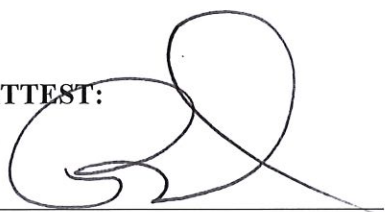
[Signature Page to Follow]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement on the date or dates set forth opposite the signatures of each party, respectively.

CITY OF BAY MINETTE, ALABAMA
a municipal corporation

Date: 6/02/2020

By: 
ROBERT A. WILLS
Its: Mayor

ATTEST:

Rita Diedtrich
City Clerk



BALDWIN COUNTY, ALABAMA
a political subdivision

Date: _____

By: _____
BILLIE JO UNDERWOOD
Its: Chairman

ATTEST:

Wayne Dyess
County Administrator

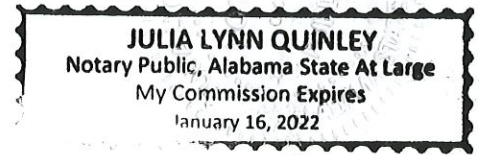
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Julia Lynn Quinley, a Notary Public, in and for said County in said State, hereby certify that ROBERT A. WILLS whose name as Mayor of the City of Bay Minette, Alabama, and Rita Diedrich, whose name as City Clerk of the City of Bay Minette, Alabama, are signed to the foregoing instrument and who are known to me, personally appeared and acknowledged before me on this day that, being informed of its contents, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Bay Minette, Alabama, for the purposes set forth therein on the date below.

Given under my hand and seal this 2nd day of June, 2020.

Julia Lynn Quinley
Notary Public
My Commission Expires: 1-16-2022



STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, personally appeared and acknowledged before me on this day that, being informed of its contents, as such officers and with full authority, executed the same voluntarily for and as the act of the Baldwin County Commission for the purposes set forth therein on the date below.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

Viewer Map



June 4, 2020

polygonLayer

Override 1

Misc

Parcels

Centerlines

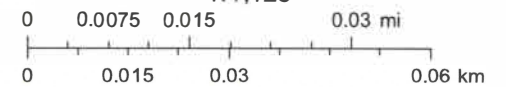
Coastal Control Line

Lot Lines

County Boundary

Exhibit A

1:1,128



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

RESOLUTION NUMBER 0620-05

Authorizing Mayor to Execute Purchase Agreement between
The City of Bay Minette and Baldwin County

BE IT RESOLVED, by the City of Bay Minette as follows:

That the City of Bay Minette will enter into a purchase agreement between The City of Bay Minette and Baldwin County which agreement is before this Council;

That the agreement be executed in the name of the City of Bay Minette, for and on behalf of the City by its Mayor or His Designee.

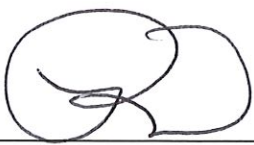
That it be attested by the Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City Council.

I, the undersigned qualified and acting City Clerk of the City of Bay Minette, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council held on the 2nd day of June 2020, and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the official seal of the City on this 2nd day of June 2020.


Robert A. "Bob" Wills, Mayor


Rita Diedtrich, City Clerk





Baldwin County Commission

Agenda Action Form

File #: 20-1291, **Version:** 1

Item #: HA7

Meeting Type: BCC Regular Meeting

Meeting Date: 7/7/2020

Item Status: Addendum

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Request from Baldwin County Judge of Probate for Saturday Openings for the Probate Offices Located at Bay Minette, Robertsedale, Foley and Fairhope

STAFF RECOMMENDATION

Approve the request from the Baldwin County Judge of Probate, the Honorable Harry D'Olive, to authorize the opening of the Probate Offices in Bay Minette (at Courthouse Square), Robertsedale Central Annex, and the Foley and Fairhope Satellite Courthouses on Saturdays in order to allow the Probate Offices to be opened to the public on two Saturdays (July 11, 2020 and July 18, 2020) from 8:00 a.m. to 12:00 p.m.

BACKGROUND INFORMATION

Previous Commission action/date:

Staff has received a request from Baldwin County Judge of Probate, Harry D'Olive, to allow the Probate Offices to be opened on Saturday, July 11th as well as July 18th (based on customer response on July 11th opening). The Probate Offices in Bay Minette, Robertsedale Central Annex, Foley Satellite Courthouse and Fairhope Satellite Courthouse would be open from 8:00 am to 12 noon.

The two Saturday openings would be for walk-in customers.

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: TBD - BCC Administration Department (Custodial) overtime cost and Probate personnel cost.

Budget line item(s) to be used: Overtime cost to be charged to CARES Act - Covid-19

Reimbursement Account

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: Administrative staff will inform Probate and schedule custodial staff to work during the Saturday openings in all four locations.

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

Additional instructions/notes: N/A