Baldwin County Commission



Work Session Meeting Agenda Monday, February 1, 2021 8:30 AM

Baldwin County Foley Satellite Courthouse
Large Meeting Hall
201 East Section Avenue
Foley, Alabama 36535

Regular Meeting Agenda Tuesday, February 2, 2021 8:30 AM

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

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

Wayne A. Dyess, County Administrator

21-0405

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

Administration of Oath of Office of Teddy J. Faust, Jr., Revenue Commissioner, by Harry D'Olive, Judge of Probate

A ADOPTION OF MINUTES

ADMINISTRATION

January 19, 2021, Regular Meeting

B ACTION ITEMS

BA

BE3

BA1 Ono Island Water, Sewer & Fire Protection Authority - Board 21-0428 Appointment(s) BA2 *Tortugaman Tri Hearts Duathlon 2021 21-0442 BC **ARCHIVES AND HISTORY** BC1 Archives and History Public Outreach Events for 2021 21-0448 BE **BUDGET/PURCHASING** BE1 Competitive Bid #WG21-08A - Provision of Charter Transportation 21-0451 Services for the Baldwin County Commission BE2 Competitive Bid #WG21-09 - Repair of One (1) 2020 Kenworth T-800 21-0407

Competitive Bid #WG21-10 - Provision of Motorgrader Blades for the

Dump Truck for the Baldwin County Commission

Baldwin County Commission

BE4	Competitive Bid #WG21-11 - Provision of Rental Equipment for the Baldwin County Commission	21-0431
BE5	Competitive Bid #WG21-14 - Purchase and Installation of Chiller Controls at the Central Annex II Building for the Baldwin County Commission	<u>21-0436</u>
BE6	Competitive Bid #WG21-15 - Repairs to the "Covered Area" Roof of the Existing Baldwin County Household Waste Collection Facility Located in Summerdale, Alabama for the Baldwin County Commission	<u>21-0472</u>
BE7	Lease of Copy Machines for the Baldwin County Revenue Commission Offices Located at the Fairhope and Foley Satellite Courthouses and the Coroner's Office Located in Robertsdale	<u>21-0425</u>
BE8	Lease of One (1) Copy Machine for the Baldwin County Legislative Delegation located at Baldwin County Legislative Delegation Office, Fairhope Satellite Courthouse, 2nd Floor	<u>21-0426</u>
BE9	Baldwin County Resurfacing Projects 2021: Group 3/BCR-2021-3 and Group #3RA- BCR-2021-3RA	<u>21-0449</u>
BE10	Project No. STPLL-0219(254) BCP #0222319 - Addition of Paved Shoulders on County Road 99 from Carrier Drive to Spanish Cove Drive South for the Baldwin County Commission	<u>21-0415</u>
BE11	Request for Proposals (RFP) for Emergency Management Consulting and Contract Services for Response, Recovery, Mitigation, Preparedness, and Planning for the Baldwin County Commission	21-0422
BE12	Request for Proposals (RFP) for Health Insurance Brokers/Consultants Services for the Baldwin County Commission	<u>21-0457</u>
BE13	Transfer of One (1) Vehicle from the Baldwin County Sheriff's Office to the Baldwin County Coroner's Office	<u>21-0424</u>
BE14	Quotes for the Construction of a New Deck at the Baldwin County East Fork Landfill Scale House Located in Elberta, Alabama for the Baldwin County Commission	21-0445
ВН	COMMUNICATIONS/INFORMATION SYSTEMS (CIS)	
BH1	Alabama Department of Transportation Permit Agreement for the Accommodation of Utility Facilities on Public Right-of-Way on State Route 287 (Hand Ave)	<u>21-0468</u>
BH2	Motorola Equipment Lease Purchase Agreement #24671 Change Order 001	<u>21-0467</u>

вн3	North Baldwin Literacy Council - Termination of Interlocal Agreement for Computer Networking Services	21-0416
BH4	Tyler Technologies - Amendment to License and Services Agreement	<u>21-0466</u>
вк	EMERGENCY MANAGEMENT AGENCY (EMA)	
BK1	Baldwin Together Mid-Year Report and Allocation of Funds to Community Action Agency of South Alabama	<u>21-0458</u>
BL	ENVIRONMENTAL MANAGEMENT	
BL1	Baldwin County Solid Waste Uncollectible Residential Accounts	<u>21-0470</u>
BL2	License Agreement - Donald and Janice Hartman	<u>21-0473</u>
BL3	Request for Proposals (RFP) for Developing a Baldwin County Solid Waste Gas-to-Energy Project Located at the Magnolia Sanitary Landfill	<u>21-0412</u>
ВМ	FINANCE AND ACCOUNTING	
BM1	Resolution #2021-047 - Annual Tax Levy	<u>21-0471</u>
BN	HIGHWAY	
BN1	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 1)	<u>21-0413</u>
BN2	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 2)	<u>21-0414</u>
BN3	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 3)	<u>21-0417</u>
BN4	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 4)	<u>21-0418</u>
BN5	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 5)	<u>21-0419</u>
BN6	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 6)	<u>21-0421</u>
BN7	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 7)	<u>21-0423</u>
BN8	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 8)	<u>21-0430</u>

	BN9	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 9)	<u>21-0432</u>					
	BN10	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 10)	<u>21-0433</u>					
	BN11	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203816 - Pate Road (Tract 4)	<u>21-0439</u>					
	BN12	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203816 - Pate Road (Tract 7)	<u>21-0440</u>					
	BN13	*Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220919 - Sonnie Lynn Lane (Tract 3)	<u>21-0443</u>					
	во	JUVENILE DETENTION						
	BO1	Department of Youth Services (DYS) Part 1 and Part 2 Grant Subsidy Agreement Fiscal Year 2020-2021	<u>21-0435</u>					
	BQ	PERSONNEL						
	BQ1	Highway Department (Traffic Operations) - Promotion of Employee	<u>21-0460</u>					
	BQ2	Parks Department - Employment of One (1) Part-Time Park Attendant Position	<u>21-0461</u>					
	BQ3	Baldwin Regional Area Transit System (BRATS) Department - Creation of Accounting Manager Position	<u>21-0459</u>					
	BQ4	Building Inspection Department - Approval of Position Descriptions	<u>21-0464</u>					
	BQ5	Planning and Zoning Department - Position Changes	<u>21-0462</u>					
	BQ6	Planning and Zoning Department - Salary Change for Acting and Interim Planning Director	<u>21-0465</u>					
С	PF	PRESENTATIONS						
	CA	GENERAL						
	CA1	Black History Month	<u>21-0434</u>					
	CA2	Highway Department Fiscal Year 2020 Year End Progress Report (October 1, 2019 - September 30, 2020)	<u>21-0377</u>					
D	Pl	PUBLIC HEARINGS						

ADMINISTRATION

DA

	dwin Co rk Sessi	ounty Commission Meeting Agenda on	February 1, 2021					
	DA1	Case No. LV-20010 - Alcohol License Application for Hurricane Bait and Tackle LLC d/b/a Hurricane Bait and Tackle	21-0327					
Ε	C	OMMITTEE REPORTS						
	EA	FINANCE/ADMINISTRATION DIVISION						
	EA1	Payment of Bills as Interim Payments Due to Software Conversion	21-0437					
	EA2	Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1	<u>21-0438</u>					
F	D	SCUSSION ITEMS						
	FA	ADMINISTRATION						
	FA1	Request to Use Byrnes Lake Landing and the Bicentennial Park Grounds for Overnight Camping and a Movie Screening Event "On Set Cinema"	<u>21-0444</u>					
	FD	BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)						
	FD1	Funding for County Employee Use of Baldwin Regional Area Transit System (BRATS) General Public Transportation for County Business	<u>21-0441</u>					
G	C	OMMISSIONER REQUESTS						
Н	A	ADDENDA						
I	A	ADMINISTRATIVE REPORT						
J	C	COUNTY ATTORNEY'S REPORT						
K	P	PUBLIC COMMENTS						
L	PI	PRESS QUESTIONS						
M	C	COMMISSIONER COMMENTS						
N	Α.	ADJOURNMENT						



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

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

Submitted by: Carjetta Crook, Administrative Support Specialist IV

ITEM TITLE

Ono Island Water, Sewer & Fire Protection Authority - Board Appointment(s)

STAFF RECOMMENDATION

Related to the Ono Island Water, Sewer & Fire Protection Authority, take the following actions:

- 1) Appoint Mr. Randy Smith to the board, to fill the place seat (place seat #2) and unexpired term of Mr. Larry K. Chamblee, for a pro-rata reduced six (6) year term, said term to commence February 2, 2021, and expire on March 1, 2021; and
- 2) Appoint Mr. Randy Smith to the board (place seat #2) to continue serving for another six (6) year term, said term to commence on March 1, 2021, and expire on March 1, 2027; and
- 3) Re-appoint Kevin E. Sloan to the board (place seat #5) for a six (6) year term, said term to commence March 1, 2021, and expire on March 1, 2027.

BACKGROUND INFORMATION

Previous Commission action/date: November 5, 2019 - Last BCC appointment to board.

Background: Staff received correspondence from Ms. Shannon Harrison, Property Owners Association (POA) of Ono Island, Inc. Administrator and Assistant Business Manager, dated January 19, 2021, informing the Commission of a vacancy on the board due to Mr. Larry K. Chamblee's passing. Ms. Harrison is respectfully requesting the appointment of Mr. Randy Smith to replace the place seat and unexpired term of Mr. Larry Chamblee as a member of the Board of Directors of the Ono Island Water, Sewer and Fire Protection Authority and for Mr. Smith to be appointed for a new six (6) year term commencing on March 1, 2021, when the current term expires.

Ms. Harrison also requests the re-appointment of Mr. Kevin Sloan whose current term is set to expire March 1, 2021. Mr. Sloan has agreed to continue serving on the board and has received the unanimous support of the current board members.

Staff received an additional email dated January 19, 2021, from the Ono Island Property Owners' Association, verifying that Mr. Smith and Mr. Sloan meet the qualifications to be appointed to the Authority.

GENERAL BOARD INFORMATION:

Established in 1993, the Ono Island Water, Sewer and Fire Protection Authority is a public corporation and is statutorily governed by §11-88-1, <u>Code of Alabama</u> 1975. The term of each member of the Board of Directors is six (6) years.

Originally established as a three-member Board, at the November 17, 2015, Baldwin County Commission meeting, the Baldwin County Commission, pursuant to Section §11-88-5(d), Code of Alabama 1975, adopted Resolution #2016-022 which approved the Application of the Ono Island Water, Sewer and Fire Protection Authority for approval of an Amendment to its Certificate of Incorporation to increase its number of Directors from three (3) to five (5). At the March 3, 2016, Baldwin County Commission meeting, the Commission appointed two (2) new members to the Board of Directors of the Ono Island Water, Sewer and Fire Protection Authority.

The required qualifications for citizens to be appointed to the Authority as set forth in §11-88-6, <u>Code of Alabama</u> 1975 are:

- 1) Be a duly qualified elector (i.e. registered voter) in Baldwin County
- 2) Be a resident of that part of the service area of the Authority
- 3) Be an owner of real property in that part of the service area of the Authority
- 4) Cannot be an officer of the state, county or municipality during tenure of office

All regular appointments, and appointments of vacancies, to the Ono Island Water, Sewer and Fire Protection Authority are made by the Baldwin County Commission. Pursuant to §11-88-6(d), <u>Code of Alabama</u> 1975, each election of a director, whether for a full six-year term or to complete an unexpired term, shall be made no earlier than 30 days prior to the date on which such director is to take office as such (i.e. the County Commission cannot make appointments thirty-one (31) days or more in advance).

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? $\ensuremath{\text{N/A}}$

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Appointment letter to:
Mr. Randy W. Smith
31991 River Road
Orange Beach, Alabama 36561

Mr. Kevin E. Sloan 30147 Ono Boulevard Orange Beach, Alabama 36561

Copy:

Mr. Paul Stritzinger, III Chairman
Ono Island Water, Sewer, and Fire Protection Authority

CC:

Shannon Harrison, Ono Island POA Administrator; Ono Island FPA Asst. Business Manager - shannon@onoislandpoa.com

Administration - Update Board List

Additional instructions/notes: N/A

From: Shannon Harrison <shannon@onoislandpoa.com>

Sent: Tuesday, January 19, 2021 12:31 PM **To:** Anu Gary <AGary@baldwincountyal.gov>

Cc: Monica English < Monica. English@baldwincountyal.gov>; Kristen Rawson < Kristen. Rawson@baldwincountyal.gov>;

Wayne Dyess < Wayne. Dyess@baldwincountyal.gov>; Shannon Harrison < shannon@onoislandpoa.com>

Subject: RE: Sad News

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

Thank you Anu – If I should attend the meeting, I am happy to do so. Just let me know and I'll make plans to be there. Mr. Sloan and Mr. Smith are both permanent residents of Ono Island.

- 1) Yes, they are both registered to vote in Baldwin County.
- 2) Neither are an officer of the state, county or municipality.
- 3) Both are full time residents and the deeded owner of real property on Ono Island.

Should you need anything further please do not hesitate to let me know.

Thank you sincerely,

Shannon L. Harrison Ono Island POA, Administrator 28491 Ono Blvd, Orange Beach, AL36561 Ono Island FPA, Asst Business Manager 28656 Ono Blvd, Orange Beach, AL36561 Office: 251-980-5152 shannon@onoislandpoa.com

DwellingLIVE link:

 $\frac{https://community.dwellinglive.com/onoislandpropertyowners association.aspx}{www.onoislandpoa.com}$

From: Anu Gary <<u>AGary@baldwincountyal.gov</u>> Sent: Tuesday, January 19, 2021 12:10 PM

To: Shannon Harrison < shannon@onoislandpoa.com>

Cc: Anu Gary < AGary@baldwincountyal.gov >; Monica English < Monica.English@baldwincountyal.gov >; Kristen Rawson

< Kristen.Rawson@baldwincountyal.gov >; Wayne Dyess < Wayne.Dyess@baldwincountyal.gov >

Subject: RE: Sad News

Hi Shannon, I am so sorry to hear about Mr. Chamblee's passing. I know he will be greatly missed by everyone on the board.

We will submit the request to the County Commission to re-appoint Mr. Sloan and appoint Mr. Smith to finish the term of Mr. Chamblee and for a new term starting 3/1/2021. The next available Commission meeting will be February 2^{nd} .

In the meantime, could you verify that both Mr. Sloan and Mr. Smith are 1) currently qualified electors of Baldwin County, 2) are not an officer of the state, county or any municipality, and 3) both are residents of and own real property on Ono Island.

Thanks so much,

Anu

Anu Gary

Administrative Services Manager Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, AL 36507 (251) 580-2564 office



From: Shannon Harrison < shannon@onoislandpoa.com>

Sent: Tuesday, January 19, 2021 11:11 AM **To:** Anu Gary < <u>AGary@baldwincountyal.gov</u>>

Cc: Shannon Harrison < shannon@onoislandpoa.com>

Subject: Sad News

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

Anu,

I have sad news to report...Larry Chamblee one of our devoted Ono Island Water, Sewer and Fire Protection Authority members passed away recently (from COVID-19 complications).

The FPA Board would like to nominate Randy Smith to finish the term of Larry Chamblee and proceed as his replacement for the next term starting 03/1/2021.

I've attached his resume.

Also, I believe Kevin Sloan is up for renewal 03/01/2021 and he has agreed to continue serving on the Ono Island FPA Board with unanimous blessing of the current board.

Please let me know what else you need to process this request. Many Thanks! Sincerely,

Shannon L Harrison Ono Island POA, Administrator 28491 Ono B.vd, Orange Beach, AL36561 Ono Island FPA, Asst Business Manager 28656 Ono B.vd, Orange Beach, AL36561 Office: 251-980-5152

Office: 251-980-5152

shannon@onoislandpoa.com

DwellingLIVE link:

https://community.dwellinglive.com/onoislandpropertyownersassociation.aspx

www.onoislandpoa.com

Randy W Smith 31991 River Rd. Orange Beach, Al. 36561

Married: Susan B Smith

Daughter: Bailey Stitt of Elberta, Al.

Lived in Baldwin County since 1983 and have been a resident of Ono Island for the past 20 years.

Member Foley Rotary and Trustee Emeritus United States Sports Academy.

Member Ono Island BOD 2007 – 2014 and President Ono BOD 2013.

Graduated Auburn University 1977, B.S. Political Science.

Work History:

1977-1979 FBI, Mobile, Al. Field Office, Support Services

1979 -1983 Illinois Central Gulf Railroad, Claim Representative, Springfield, Ill., Tupelo, Ms., and Baton Rouge, La.

1983 - Present, Merrill Lynch, Fairhope, Al., Sr. Financial Advisor

ONO ISLAND WATER, SEWER & FIRE PROTECTION AUTHORITY

General Board Information:

Appointed by Baldwin County Commission Five (5) members Term of each member is six (6) years

Appointments must be made not earlier than thirty (30) days prior to expiration of applicable term

All members must be qualified electors of Baldwin County and not an officer of the state, county or municipality during term and a resident of and owner of real property in the service area of the Authority in Baldwin County

Compensation of Board Members: Chairman \$500 annually; other Board Members \$10 per meeting attended not to exceed \$250 annually

Originally established in 1993

Statutory Authority - §11-88-1, et seq., *Code of Alabama 1975*

Further Reference - Miscellaneous Book 74, p. 373-396, Office of Judge of Probate of Baldwin County, Alabama

PLACE	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
#1	Rudolph Peter Stritzinger, III 3975 Pampano Key Orange Beach, AL 36561	Reappointed 03/19/2019 for a pro-rata reduced term to fill place seat #1	6 years	03/01/2025
#2	Larry K. Chamblee 30896 River Road Orange Beach, AL 36561	Reappointed 02/18/2015 term effective 03/01/2015	6 years	03/01/2021
#3	George Robinson "Robin" Swift, III 30460 River Road Orange Beach, AL 36561	Appointed 11/05/2019 to fill the place-seat and unexpired term of Bruce Donaldson for a prorata reduced term 11/05/2019 Accepted the resignation of Bruce Donaldson, effective 08/19/2019 and thanked him for his previous civic service	6 years	03/01/2023
#5	Kevin E. Sloan 30147 Ono Boulevard Orange Beach, AL 36561	Appointed 03/15/2016 for a pro-rata reduced tern	6 years	03/01/2021
#6	Gaillard Bixler 30222 River Road Orange Beach, AL 36561	Reappointed 03/19/2019 for a pro-rata reduced term to fill place seat #6	6 years	03/01/2025

^{*}THESE APPOINTMENTS END AT 12:00 NOON

REVISED: 11/05/2019 met

^{*}The Authority amended its by-laws on February 26, 2016, to increase its membership from three to five members (see minutes of 11/17/2015 and 03/15/2016, BCC Meetings).



Baldwin County Commission

Agenda Action Form

File #: 21-0442, Version: 1 Item #: BA2

Meeting Type: BCC Work Session

Meeting Date: 2/1/2021 Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Michelle Howard, Commission Executive Assistant

ITEM TITLE

Tortugaman Tri Hearts Duathlon 2021

STAFF RECOMMENDATION

Approve the request to use the facilities at Mullet Point Park and the requested routes for the Tortugaman Tri Hearts Duathlon on March 13, 2021, beginning at Mullet Point Park in Point Clear, Alabama at 7:00 a.m. and ending at approximately 11:00 a.m. at the same location.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

Social distancing plan is forthcoming from the race coordinator.

Commission staff has received a request from Ms. Michelle Smith, Tortugaman Tri Hearts President, for a route approval for the Tri Hearts Duathlon, on Saturday, March 13, 2021, beginning at 7:00 a.m. and ending at approximately 11:00 a.m. The race begins and ends at Mullet Point Park.

The Run 1 course (two miles) will run south on County Road 1 for one mile, turn around and run north for one mile. The bike course (11 miles) will bike north on County Road 1, take a right on Alt. 98, take a right on County Road 11, take a left on County Road 27 and take a right on County Road 1. The Run 2 course (two miles) will stay on the sidewalk the entire run and begin on County Road 1, take a right on Alt. 98, turnaround at one mile, run west on Alt. 98 and take a left on County Road 1, ending at Mullet Point Park.

The Tortugaman Tri Hearts is a 501c non-profit triathlon club that caters to the Mobile, Baldwin, and surrounding area athletes. The Tortugaman Tri Hearts is a Certified USA Triathlon (USAT) Gold Club and has club liability insurance through USAT.

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? $\ensuremath{\mathsf{N/A}}$

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):

Via email: Michelle@teamworkscommunity.com

Ms. Michelle Smith, President Tortugaman Tri Hearts 123 Fig Avenue Fairhope, Alabama 36532

Cc: Chief Stephanie Hollinghead Fairhope Police Department 107 N. Section Street Fairhope, Alabama 36532

Stephanie.hollinghead@fairhopal.gov

Cc: Sheri Swartz Fairhope Police Department sheri.swartz@fairhopeal.gov

cc: Lieutenant Nathan Lusk Baldwin County Sheriff's Office nlusk@baldwincountyal.gov

Sherriff Hoss Mack
Paul Penry, Area 200 Supervisor
Zach Hood, Director, EMA
Frank Lundy, Baldwin County Highway Department
Joey Nunnally, Baldwin County Highway Department

Additional instructions/notes: N/A



Baldwin County Commissioner Joe Davis

RE: Mullet Point Park

Tortugaman Tri Hearts (A Triathlon Club) respectfully request permission to use the facilities at Mullet Point Park, 13203 County Road 1 in Fairhope, AL on Saturday March 13, 2021 from 7:00 AM to 11:00 AM.

Tortugaman Tri Hearts is a 501c non-profit triathlon club that caters to the Mobile, Baldwin, and surrounding area athletes. We share the multisport lifestyle, educate, encourage, motivate, and challenge one another, while creating awareness for triathlon and heart healthiness in our community. Our mission includes the following: Advance the sport of triathlon, Build the triathlete community, Promote & Performing triathlon related events, Provide health/heart screenings and fitness, and Raise Funds to accomplish these goals.

To that end we'd like to host a duathlon race at Mullet Point Park. A duathlon comprises of a 2-mile run, a 11-mile bike, and finishes up with another 2-mile run. Attached is a map detailing the race route.

The Tortugaman Tri Hearts is a Certified USA Triathlon (USAT) Gold Club and we have club liability insurance through USAT (attached). This letter will also serve as notice to the Baldwin County Sheriff and Fairhope Police Departments.

Thank you,

Michelle Smith Tortugaman Tri Hearts President

CC: Sheri Swartz

Fairhope Police Department sheri.swartz@fairhopeal.gov

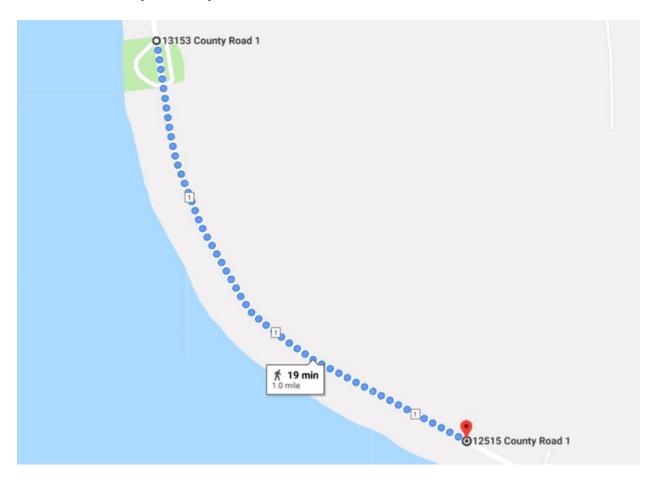
CC: Lieutenant Nathan Lusk

Baldwin County Sheriff's Office nlusk@baldwincountyal.gov

Attachments: Tri Hearts Duathlon Route

Tri Hearts Duathlon Route

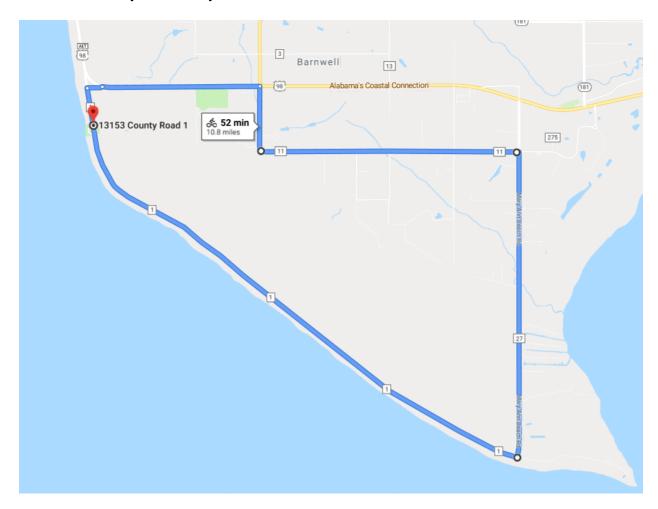
Run 1 Course (2 miles)



Run South on County Road 1 for 1 mile Turnaround at 1 mile Run North on County Road 1 for 1 mile to Transition

Aid Station at 1-mile turnaround

Bike Course (11 miles)



Bike North on County Road 1

Take Right on Alabama Coastal Connection (ALT 98) – will need traffic assistance

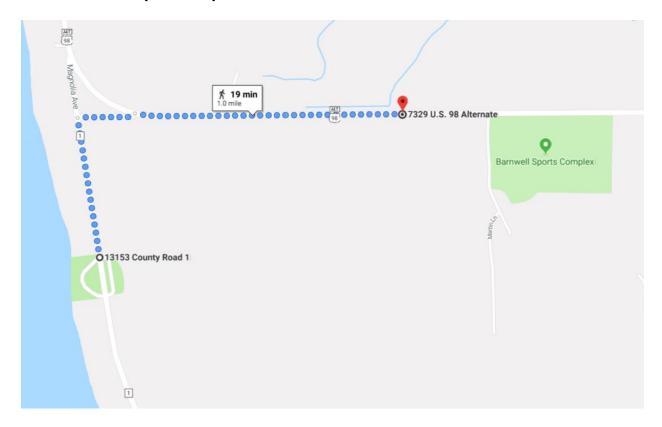
Take Right on N Greeno Rd (County Road 11) – will need traffic assistance

Take Left on N Greeno Rd (County Road 11)

Take Right on Mary Ann Beach Rd (County Road 27) – will need traffic assistance Take Right on County Road 1

No Aid Station on Bike

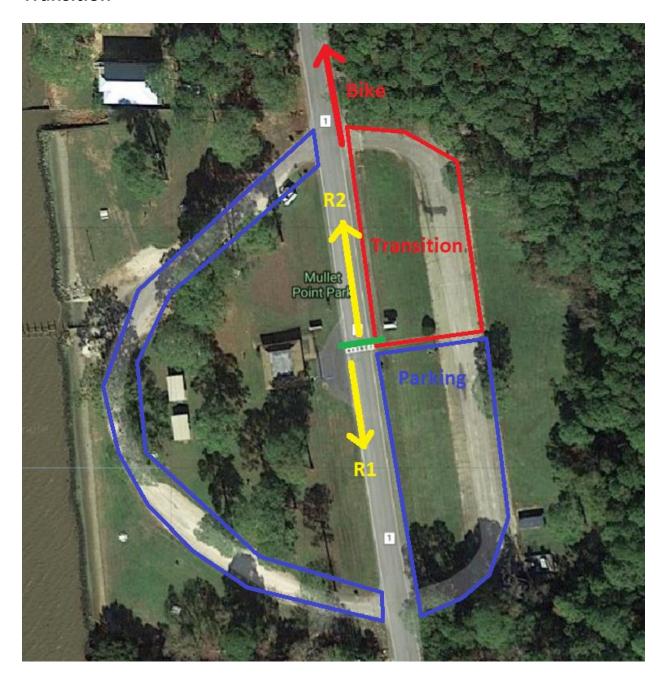
Run 2 Course (2 miles)



Run North on County Road 1 – stay on sidewalk the entire run
Take Right on Alabama Coastal Connector (ALT 98)
Turnaround at 1 mile
Run West on Alabama Coastal Connector (ALT 98)
Take Left on County Road 1 to the Finish Line

Aid Station at 1-mile turnaround

Transition





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/11/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the noticy(les) must have ADDITIONAL INSURED provisions or be endorsed

	SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to t	he ter	rms and conditions of th	e polic	y, certain po	olicies may r	-	. A sta	atement on
PRODUCER					CONTACT					
Insurance Office of America, Inc.					NAME: PHONE (A/C, No		FAX			
	1855 West State Road 434					o, Ext):		(A/C, No):		
Lor	gwood FL 32750				E-MAIL ADDRES	SS:				
						INS	URER(S) AFFOR	DING COVERAGE		NAIC#
				License#: 0E67768	INSURE	RA: Everest I	National Insu	rance Company		
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	CLUSIONS AND CONDITIONS OF SUCH				BEEN R					
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	red: USA Triathlon of Colorado (USAT)									
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	nber Club: Tortugaman Tri Hearts	зро	113016	d and supervised club acti	villes					
CEF	TIFICATE HOLDER				CANC	ELLATION				
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE									
	_	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
	Tortugaman Tri Hearts									
	123 FIG AVE				AUTHORIZED REPRESENTATIVE					
	Fairhope AL 36532					10 h x				
			Idm Durkar V							

Tortugaman Triathlon Hearts Club Safety Plan for Tortugaman Tri Hearts Club Duathlon March 13, 2021

Safety Plan Goals:

- *Prioritize safety of athletes, race directors, volunteers for the event
- *Make consistent with Federal Government Guidelines and the Center for Disease Control with regards to the COVID-19 virus.
- *Effectively communicate changes and set expectations with athletes.
- *Due to the constantly changing COVID-19 situation, update the safety plan while evaluating the evolving situation and adjusting as necessary.
- *The safety plan is in accordance with the USA Triathlon Safe Return to Multisport initiative of May 20, 2020.

EVENT MEDICAL AND SAFETY OPERATIONS AT EVENT

Some basic procedures will be implemented to protect the safety of the participants and volunteers with attention to COVID-19 factors.

STAFFING

One to two staff members/volunteers will be dedicated to constantly cleaning tables, chairs, and other high touch points.

SCREENING

Athletes, staff and volunteers will be asked to self-screen before attending the race to prevent the spread of COVID-19. If they determine that they have any of the symptoms associated with COVID-19, they shall not attend or participate in the event. Instructions and a questionnaire for self-screening shall be posted on the event site and sent out by email prior the event date.

The three most common symptoms include:

- 1. Fever (>100 degrees F)
- 2. Cough
- 3. Shortness of Breath

Other less common symptoms include:

- 1. Chills
- 2. Sore throat
- 3. Headache
- 4. Muscle and joint pain
- 5. Chills
- 6. Congestion
- 7. Loss of sense of smell and/or taste
- 8. Vomiting
- 9. Diarrhea

QUESTIONNAIRE

A checklist will be sent out to participants prior to the event. It will include questions such as: a) Have you recently (within 2 weeks) tested positive for COVID-19? b) Do you have symptoms such as cough, sore throat, fever, shortness of breath, etc.? If the answer to any of these questions is "yes", request that the participant not

attend the event. Additionally, athletes who have experienced symptoms, or live with someone who have symptoms, should not participate in the event.

EVENT OPERATIONS

SANITIZATION PROTOCOLS

- I. Basic infection prevention measures will be implemented to protect all persons at the event. This includes:
 - a. Signage on-site encouraging regular hand washing and sanitizing
 - b. Hand sanitizing stations readily available
 - c. Ample trash receptacles placed around event venue
 - d. Regular cleaning of high touch point areas
 - e. Require athletes, staff, volunteers and spectators to stay home if they are feeling ill
 - f. Require wearing of masks at all times while not racing including while in lines
 - g. Discourage use of other people's equipment, phones, tools, pens, etc.
- II. How to implement at events:
 - a. Portable toilets
 - i. Encourage social distancing (6 ft) during entire event, but in particular while waiting in line (see physical distancing diagram on last page)
 - ii. Provide signage to support physical distancing (see physical distancing diagram on last page)
 - b. Provide sanitation station at portable toilets to include hand sanitizer and sanitizing wipes
 - c. Sanitization stations will be provided at areas throughout the event venue to include:
 - i. Portable toilet areas
 - ii. Finish line
 - iii. Post-race results board
 - iv. Transition area entrances/exits
 - d. Volunteers will monitor and restock supplies as necessary

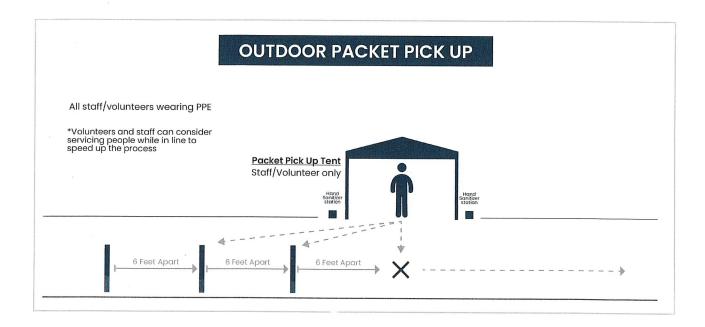
VENUE SETUP AND FLOW

- I. Physical distancing will be promoted to mitigate person-to-person contact
 - a. Adequate signage will be placed in key areas of venue to encourage physical distancing (see physical distancing diagram on last page)
 - b. All staff, volunteers, and spectators will be encouraged to wear masks and practice physical distancing at all time
 - c. Participants shall wear masks up to the race start and will put masks back on upon completion of the race
 - d. Participants will be asked to bring no more than one spectator with them to the event
 - e. The venue is set up such that the athletes shall be in one area and spectators in another to promote physical distancing and mitigates crowds from forming
 - f. Volunteers and staff will be responsible for encouraging physical distancing whenever necessary

REGISTRATION AND PACKET PICK-UP

- I. Registration and packet pick-up promote physical distancing and mitigate person-to-person contact and is designed in accordance with USA Triathlon recommendations (see diagram below)
 - a. All registration shall be on-line. There will be no same-day registration
 - b. Signage will be in the area to support physical distancing
- II. Packet Pick-up

- a. Adequate time will be provided in advance of the race start time for packet pickup so as not to cause gathering in the packet pick-up area
- b. The items included in packet pick-up shall only include race swag, race number, and race chip
- c. Race swag, number and chip shall be handed directly to the participant by a staff or race volunteer

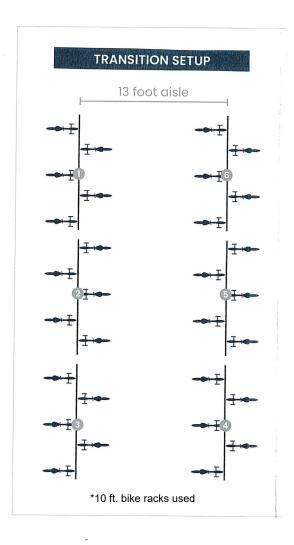


COURSE FAMILIARIZATIONS

- I. Standard graphic map of race and bike courses and the venue/transition area will be posted on the Tortugaman Tri Hearts event Facebook page and provided ahead of time to participants by email
- II. Standard graphic map of race and bike courses and the venue/transition area will be posted on a board at the packet pick-up table
- III. A race briefing will be provided near the start prior to the start of the race while participants adhere to physical distancing guidelines

COURSE OPERATIONS

- I. Transition Area
 - a. Transition area format is designed as to promote physical distancing in accordance with USA Triathlon recommendations (see diagram below)
 - b. Hand sanitizing stations (tables) will be set up at the transition entrance and exits with adequate supplies



II. Wave start

- a. The race is limited to approximately 60 people to promote physical distancing
- b. The race start will be comprised of three waves of approximately 20 participants each wave to promote physical distancing
- c. Race numbers and participants will be randomized so that there is no pattern in how ages are assigned to bibs
- d. As participants finish the first run, they proceed to their assigned spot on the bike rack in the transition area. Since athletes of any age and therefore ability/speed, could be near them, run #1 times will vary greatly. This will mitigate the chances of large groups of athletes transitioning near each other at the same time. This combined with the wave starts should significantly increase physical distancing.
- e. All equipment checks (bike safety checks), if required shall be visual in nature. Each participant shall be responsible for ensuring their bike is in good working condition
- f. No one will touch or handle gear other than the participant who owns it

III. Start Area

- a. The start will be in three waves of approximately 20 participants each wave, with 30 seconds between each start
- b. Participants will be discouraged from congregating near the start area until just before the start

IV. Run Courses

- a. Runners will be encouraged to wear face coverings up to the start of their wave for run #1
- b. Runners will be encouraged to wear face coverings immediately upon finishing run #2

V. Bike Course

- a. Bike racks will be sanitized prior to racing and once racing concludes
- b. Run #1 and the wave starts will spread out the athletes coming into the transition area for the start of the bike course thus increasing physical distancing
- c. This will be a "no draft" bike course and will require all bikers to maintain a 3-bike distance between each cyclist naturally creating physical distancing
- d. If passing, the cyclist doing the passing must pass within 15 seconds to minimize the time the cyclists are near each other. If unable to pass within 15 seconds, the cyclist must immediately drop back to a distance of 3 bike lengths behind the other cyclist

VI. Finish Line

- a. Finish line setup and procedures shall promote physical distancing and mitigate person-to-person contact (see diagram below)
 - i. Signage will be posted near the finish line to encourage physical distancing
 - ii. The finish area will be of sufficient area so that finishers can spread out as they recover while minimizing contact with staff and volunteers
 - iii. Finish tape will not be used for the first athlete to finish the race
- b. Flow through the finish shall be managed by having volunteers present to tell athletes to keep moving and not to congregate in order to increase physical distancing and to not block incoming athletes
- c. Fluids will be provided at the finish line. Individual cups of water, or individual bottles of water will be place on a table in the finish area.
- d. Timing Chip Retrieval
 - i. Chips will be collected near the exit of the finish line.
 - ii. Chairs will be provided for athletes to sit and remove their own chips
 - iii. Volunteers dedicated to chip collections will request that athletes remove chips themselves and ONLY assist athletes is they absolutely need to
 - iv. Chips will be deposited at the end of the finish area into containers provided
 - v. All volunteers retrieving chips shall wear face covering and gloves
- e. Timing strips and/or mats shall be wide enough to allow for physical distancing

POST RACE FOOD

No food shall be provided

AWARDS AND CEREMONIES

- I. Award medal shall be provided to the first, second and third place finishers in each race age group
- II. All medals shall be awarded to each individual awardee a time by a race official or volunteer
- III. The official or volunteer and the awardee shall be wearing a face covering during the presentation of the award. The official or volunteer awarding the medal shall also be wearing gloves
- IV. Photographs shall only be taken by a single medal winner's spectator
- V. No podium will be provided. Therefore, no group photographs of the first, second and third place finisher shall be taken
- III. Volunteers shall monitor the spectators and participants to encourage physically distancing during the awards ceremonies (see physical distancing diagram on last page)
- VI. Participants will be encouraged to avoid physical contact including but not limited to high fives, hugs, and handshakes

STAFF AND VOLUNTEER CONSIDERATIONS AT EVENT

COMMUNICATIONS

Staff and volunteers shall be informed that official communications about the event are only to come from the race director or other appointed person who works directly with the race director. They are not to speculate about event changes, athlete or staff illnesses or injuries, or other variables surrounding the COVID-19 pandemic and it effect on the event.

HEALTH OF STAFF AND VOLUNTEERS

Staff and volunteers not feeling well must not attend the event. They will be sent home if they arrive and are unwell

SUPPLIES

Ample supplies of hand sanitizer, face coverings, gloves, water and other essentials will be on hand to keep staff and volunteers well equipped and safe while doing their jobs

AID STATIONS

No aid stations will be provided at the race. All athletes are responsible for supplying their own nutrition and fluids before and during the event. Fluids will be available on a limited supply and will be comprised of mini-water bottles, or individual cups of water to be handled only once by a race staff member/volunteer and the participant.

DISCLAIMER: While the safety plan has been developed using the best information available, and common sense, it is intended as guidance to be relied upon at the risk of the participants, volunteers' and staff's own risk. Teamworks Tri Hearts Club does not take responsibility for the accuracy of any information or advice give or omitted herein nor does any person, organization or corporation connected with providing this safety plan. No person or member of the Teamworks Tri Hearts Club are liable for any consequences whatsoever resulting directly or indirectly from compliance with or adoption of this plan.

The plan will be updated as necessary prior to the event.

PHYSICAL DISTANCING

6 Feet Apart

6 Feet

Wingspan of a 6 ft. tall person should be approximately 6 ft.

*Example of signage to be posted at event



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Felisha Anderson. Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Archives and History Public Outreach Events for 2021

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Baldwin County Department of Archives and History to partner with the Kiwanis Club of Bay Minette, Alabama to host an Easter Egg Hunt at the Baldwin County Bicentennial Park in Stockton to be held on Saturday, March 27, 2021; and
- 2) Authorize the Baldwin County Department of Archives to partner with the South Alabama Antique Tractor and Engine Club to host Plow Days at the Baldwin County Bicentennial Park in Stockton to be held on Saturday, May 1, 2021; and
- 3) Approve the Baldwin County Department of Archives and History staff to host/promote on-site, offsite, and non-standard hours events to include the following:
 - Removal of the County Seat Re-enactment on Thursday, October 7, 2021 from 5:00 p.m. -7:00 p.m.
 - Haunted Hayrides at the Baldwin County Bicentennial Park on Friday and Saturday, October 22 and October 23, 2021, from 5:00 p.m. 9:00 p.m.
 - Olde Tyme Days at the Baldwin County Bicentennial Park on Saturday November 13, 2021, from 9:00 a.m. 4:00 p.m.
 - Christmas at the Baldwin County Bicentennial Park on Friday and Saturday, December 17 and 18, 2021, from 5:00 p.m.- 9:00 p.m.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The staff of the Baldwin County Department of Archives and History works to engage

communities and encourage citizens and visitors alike to explore and learn about and learn about Baldwin County's rich history. These outreach projects have engaged residents and visitors in educational programs and community activities that educate, inspire, and entertain.

The appropriated \$6,000.00 will go towards the fees for the professional services of event vendors to include but not limited to: logging with mules and draft horses, a working sawmill, grist mills, syrup making demonstrations, in addition to other event supplies and expenses.

FINANCIAL IMPACT

Total cost of recommendation: \$6.000.00

Budget line item(s) to be used: 51906-5150.03

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? $\ensuremath{\mathsf{N/A}}$

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: Archives Department, Parks Department

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0451, Version: 1 Item #: BE1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Wanda Gautney, Purchasing Director/Matthew Brown, BRATS Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG21-08A - Provision of Charter Transportation Services for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Charter Transportation Services to **Covenant Elite Charters & Tours**, **LLC**, as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract effective immediately upon the same date as its full execution for twelve (12) months.)

BACKGROUND INFORMATION

Previous Commission action/date:

11/17/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Charter Transportation Services 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.

<u>01/05/2021 meeting</u>: 1) Authorized the Purchasing Director to re-bid the Provision of Charter Transportation Services and authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on January 21, 2021 at 1:30 p. m. Only one (1) bid was received. Staff recommends the Commission award the bid to as per the attached award listing and authorize the Chairman to execute the Contract for the Provision of Charter Transportation Services.

FINANCIAL IMPACT

Total cost of recommendation: variable

Budget line item(s) to be used: 51935- Brats

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Letter to Vendor

Additional instructions/notes: N/A

COMPETITIVE BID #WG21-08A Award Listing

Provision of Charter Transportation Services Effective 02/02/2021 – 02/02/2022

BIDDER: Covenant Elite Charters & Tours, LLC		
Description	<u>Per Mile</u>	<u>Per Hour</u>
A per bus, per day, in-County Trip with a vehicle	\$3.50	\$450.00 for the first 5 hours and
that can accommodate up to 28 passengers		\$125.00 per hour thereafter
A per bus, per day, out-of-County Trip without	\$3.50	\$800.00 for the first 9 hours and
overnight stay with a vehicle that can		\$125.00 per hour thereafter
accommodate up to 28 passengers		
A per bus, per day, out-of-County Trip with	\$3.50	\$800.00 for first 9 hours
overnight stay with a vehicle that can		
accommodate up to 28 passengers		
A per bus, per day, in-County Trip with a vehicle	\$4.25	\$750.00 for the first 5 hours and
that can accommodate up to 45 passengers		\$125.00 per hour thereafter
A per bus, per day, out-of-County Trip without	\$4.25	\$950.00 for the first 9 hours and
overnight stay with a vehicle that can		\$125.00 per hour thereafter
accommodate up to 45 passengers		
A per bus, per day, out-of-County Trip with	\$4.25	\$950.00 for first 9 hours
overnight stay with a vehicle that can		
accommodate up to 45 passengers		

State of Alabama)
County of Baldwin)

CONTRACT FOR CHARTER TRANSPORTATION SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on Tuesday, January 5, 2021, the COUNTY authorized staff to solicit bids for the Provision of Charter Transportation Services; and

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

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

I. <u>Definitions</u>. The following terms shall have the following meanings:

A. COUNTY:

Baldwin County, Alabama

B. COMMISSION:

Baldwin County Commission

C. PROVIDER:

Covenant Elite Charters & Tours, LLC

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. <u>Recitals Included</u>. 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.** <u>Professional Qualifications.</u> 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. <u>No Prohibited Exclusive Franchise</u>. 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. <u>Legal Compliance</u>. 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. <u>Unenforceable Provisions</u>. 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. <u>Assignment.</u> 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:

Covenant Elite Charters & Tours, LLC

27340 Boaz Road West Loxley, AL 36551 ATTN: Wayne Ellis

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 #WG21-08A", 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 <u>#WG21-08A</u> named, Provision of Charter Transportation Services for the Baldwin County Commission".

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

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the

- scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. <u>Termination of Services</u>. The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) 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. <u>Compensation Limited</u>. 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. <u>Direct Expenses</u>. Compensation to PROVIDER for work shall be <u>"ATTACHMENT A"</u>. 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 it full execution, and shall terminate upon the expiration of twelve (12) months or upon 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 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. <u>Indemnification.</u> 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: <u>Insurance</u>: 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: Surety: As a material inducement for the County to enter this Agreement, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

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

COUNTY:	,	ATTEST:	
JOE DAVIS III/ Chairman	Date	WAYNE DYESS/ County Administrator	Date
State of Alabama)		
County of Baldwin)		
certify that, Joe Davis Wayne Dyess, whose on this day that, being Services, they, as suc	s III, whose name as Ch name as County Admir g informed of the conter	Public in and for said County, in airman of Baldwin County Com- nistrator, are known to me, acknown to the Contract for Profession authority, executed same knowing ion.	mission, and owledged before me al and Construction
Given under r	ny hand and official sea	l, this the day of, 2	.021.
		Notary Public My Commission Expires	

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

COVENANT ELITE CHARTERS & TOURS, LLC

Ву	/Date			
Its				
State of Alabama)				
County of Baldwin)				
I,	Notary Publi	c in and for said C	County and State, hereby enant Elite Charters & To who is known to me,	
certify that	as	of Cov	enant Elite Charters & To	urs
LLC, whose name is s	igned to the foregoing in t	that capacity, and	who is known to me,	
			ontents of the foregoing, he	
		ne bears date for a	nd as an act of said Cover	ıan
Elite Charters & Tours	, LLC.			
GIVEN under my hand	and seal on this the	day of	, 2021.	
		Notary Public		_
•		My Commissi	on Expires	

"ATTACHMENT A"

BID #WG21-08A RESPONSE FORM Provision of Charter Transportation Services Page 1 of 3

Date: 01/20/21	
Out of StateYes	or X If yes, Registration Number
Company Name: _	Covenant Elite Charters & Tours, LLC
Address:	27340 Boaz Road West
	Loxley, Alabama 36551
	Wayne M. Ellis (Rep. Name Typed or Printed)
Position:	Owner
Email address:	covenantelitecharters@gmail.com
Phone:	251-279-9225
Fax:	251-279-9224
Financing through	n another agency beside yourself orX Yes No
If yes, must attack	a copy of the financing agreement and all conditions to this response form.
Financing Agenc	y Authorized Signature

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

BID #WG21-08A RESPONSE FORM

Provision of Charter Transportation Services

Page 3 of 3

Bid Items 1 through 6 below will be awarded to the lowest responsible bidder meeting the bid specifications. A bidder may indicate "No-Bid" on any of the items that it does not wish to bid on.

A Trip shall consist of the mileage and time from the County-requested origin to County-requested destination(s).

Bid Pricing

1.	A per bus, per day, in-County Trip with a vehicle that can accommodate up to 28 passengers. \$ 3.50 per mile \$ 450,00 for first 5 hours and \$ 125.00 per hour thereafter
2.	A per bus, per day, out-of-County Trip without overnight stay with a vehicle that can accommodate up to 28 passengers. \$\frac{3.50}{800.00}\$ per mile \$\frac{800.00}{125.00}\$ for first \frac{9}{9}\$ hours and \frac{125.00}{125.00}\$ per hour thereafter
3.	A per bus, per day, out-of-County Trip with overnight stay with a vehicle that can accommodate up to 28 passengers.
	\$ 3.50 per mile \$ 800.00 for first 9 hours and \$ NA per hour thereafter
4.	A per bus, per day, in-County Trip with a vehicle that can accommodate up to 45 passengers. \$ 4.25 per mile \$ 750.00 for first 5 hours and \$ 125.00 per hour thereafter
5.	A per bus, per day, out-of-County Trip without overnight stay with a vehicle that can accommodate up to 45 passengers. \$ 4.25 per mile \$ 950.00 for first 9 hours and \$125.00 per hour thereafter
6.	A per bus, per day, out-of-County Trip with overnight stay with a vehicle that can accommodate up to 45 passengers. \$ 4.25 per mile \$ 950.00 for first 9 hours and \$ NA per hour thereafter



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

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

Maintenance Engineer

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-09 - Repair of One (1) 2020 Kenworth T-800 Dump Truck for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the repair of one (1) Kenworth T-800 Dump Truck to **Ward International Trucks**, **Inc.** as follows:

Amount bid: \$58,581.93 Completion time: 30 days

BACKGROUND INFORMATION

Previous Commission action/date:

<u>12/15/2020 meeting</u>: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Repair of One (1) 2020 Kenworth T-800 Dump Truck; 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 January 8, 2021, at 2:30 p.m. One (1) bid was received. Staff recommends the Commission award the bid for the repair of one (1) 2020 Kenworth T-800 dump truck to Ward International Trucks, Inc.

FINANCIAL IMPACT

Total cost of recommendation: \$58,581.93

Budget line item(s) to be used: 53111.5232

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? $\ensuremath{\mathsf{N/A}}$

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0405, Version: 1 Item #: BE3

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

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

Maintenance Engineer/James Martin, Highway Department Equipment Manager

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-10 - Provision of Motorgrader Blades for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Motorgrader Blades to the lowest responsible bidder, who met all the specifications, **Thompson Tractor Company**, **Inc.**, as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

<u>12/15/2020 meeting</u>: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Motorgrader Blades; 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 January 8, 2021, at 1:30 p.m. Five (5) bids were received. The lowest bidder, Winter Equipment Co., Inc., had an exception to holding their price firm for twelve (12) month period as required by the bid specifications. The next lowest bid was received from Thompson Tractor Co., Inc., who met all the specifications. Staff recommends the Commission award the bid to the lowest responsible bidder, Thompson Tractor Company, Inc., as per the attached Award Listing. Bid Tabulation is attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$5,000.00 per year

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? $\ensuremath{\mathsf{N/A}}$

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG21-10 Award Listing Provision of Motorgrader Blades Effective 02/02/2021 through 02/02/2022

BIDDER:	Thompson Tractor Company, Inc.				
	Length	Width	Bolt Hole	Amount Bid	
Price per 6 ft. Blade: 5/8" or 3/4" 6" width:	6'	6"	5/8"	\$43.09	
	6'	6"	3/4"	\$45.32	
Price per 6 ft. Blade: 5/8" or 3/4" 8" width:	6'	8"	5/8"	\$62.58	
	6'	8"	3/4"	\$60.22	
Price per 7 ft. Blade: 5/8" or 3/4" 6" width:	7'	6"	5/8"	\$51.53	
	7'	6"	3/4"	\$49.05	
Price per 7 ft. Blade: 5/8" or 3/4" 8" width:	7'	8"	5/8"	\$70.77	
	7'	8"	3/4"	\$70.15	
Exceptions: NONE					

COMPETITIVE BID #WG21-10 Bid Tabulation Provision of Motorgrader Blades

BIDDER:	Thompson Tractor Company, Inc.			
	Length	Width	Bolt Hole	Amount Bid
Price per 6 ft. Blade: 5/8" or 3/4" 6" width:	6'	6"	5/8"	\$43.09
	6'	6"	3/4"	\$45.32
Price per 6 ft. Blade: 5/8" or 3/4" 8" width:	6'	8"	5/8"	\$62.58
	6'	8"	3/4"	\$60.22
Price per 7 ft. Blade: 5/8" or 3/4" 6" width:	7'	6"	5/8"	\$51.53
	7'	6"	3/4"	\$49.05
Price per 7 ft. Blade: 5/8" or 3/4" 8" width:	7'	8"	5/8"	\$70.77
	7'	8"	3/4"	\$70.15
Exceptions: NONE				

BIDDER:		nc.		
	Length	Width	Bolt Hole	Amount Bid
Price per 6 ft. Blade: 5/8" or 3/4" 6" width:	6'	6"	5/8"	\$43.21
Price per 6 ft. Blade: 5/8" or 3/4" 8" width:	6'	8"	5/8"	\$65.38
Price per 7 ft. Blade: 5/8" or 3/4" 6" width:	7'	6"	3/4"	\$48.56
Price per 7 ft. Blade: 5/8" or 3/4" 8" width:	7'	8"	3/4"	\$74.31
Exceptions: NONE				

BIDDER:	Valk Manufacturing Company			
	Length	Width	Bolt Hole	Amount Bid
Price per 6 ft. Blade: 5/8" or 3/4" 6" width:	6'	6"	Not Specified	\$50.40
Price per 6 ft. Blade: 5/8" or 3/4" 8" width:	6'	8"	Not Specified	\$74.40
Price per 7 ft. Blade: 5/8" or 3/4" 6" width:	7'	6"	Not Specified	\$58.80
Price per 7 ft. Blade: 5/8" or 3/4" 8" width:	7'	8"	Not Specified	\$86.80

COMPETITIVE BID #WG21-10 Bid Tabulation Provision of Motorgrader Blades

BIDDER:	A & A Resources, Inc.				
	Length	Width	Bolt Hole	Amount Bid	
Price per 6 ft. Blade: 5/8" or 3/4" 6" width:	6'	6"	Not Specified	\$62.77	
Price per 6 ft. Blade: 5/8" or 3/4" 8" width:	6'	8"	Not Specified	\$82.51	
Price per 7 ft. Blade: 5/8" or 3/4" 6" width:	7'	6"	Not Specified	\$76.71	
Price per 7 ft. Blade: 5/8" or 3/4" 8" width:	7'	8"	Not Specified	\$91.85	
Exceptions: NONE					

BIDDER:	Winter Equipment Company, Inc.				
	Length	Width	Bolt Hole	Thickness	Amount Bid
Price per 6 ft. Blade: 5/8" or 3/4" 6" width:	6'	6"	Not Specified	5/8"	\$41.95
	6'	6"	Not Specified	3/4"	\$50.39
Price per 6 ft. Blade: 5/8" or 3/4" 8" width:	6'	8"	Not Specified	5/8"	\$59.16
	6'	8"	Not Specified	3/4"	\$71.19
Price per 7 ft. Blade: 5/8" or 3/4" 6" width	7'	6"	Not Specified	5/8"	\$48.95
	7'	6"	Not Specified	3/4"	\$58.79
Price per 7 ft. Blade: 5/8" or 3/4" 8" width	7'	8"	Not Specified	5/8"	\$69.02
	7'	8"	Not Specified	3/4"	\$83.05

Exceptions: Lead time is 3 - 4 weeks ARO rather than 30 calendar days, minimum order of \$5,500 required for direct shipments, N/C freight, pricing is firm for three (3) months rather than one (1) year



Baldwin County Commission

Agenda Action Form

File #: 21-0431, Version: 1 Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-11 - Provision of Rental Equipment for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Rental Equipment to the lowest bidder for each category of headings as per the attached Award Listing to Thompson Tractor Co., Inc., Baldwin Rentals, Inc. dba Robertsdale Rent All, Pittman Tractor Company, Inc., Kingline Equipment, Inc., Hydra Service, Inc., Coblentz Equipment & Parts Co., Inc., Coastal Machinery Company, Inc., and Big Truck Rental, LLC.

BACKGROUND INFORMATION

Previous Commission action/date:

<u>12/15/2020 meeting</u>: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Rental Equipment; 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 January 12, 2021, at 10:30 a.m. Eight (8) bids were received. The bids were tabulated in six (6) categories: Picked-up Daily, Weekly and Monthly, and Delivered Daily, Weekly and Monthly. Staff recommends the Commission award the bid for the Provision of Rental Equipment to the lowest responsible bidder for each category of headings as per the attached Award Listing. Bid Tabulation is attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\text{N/A}}$

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG21-11 AV PROVISION OF RENTAL EQUIPM		TE	
Effective Date: 02/02/2021 through			
EQUIPMENT	BIDDER	AMOUNT BID - I	DAILY RATE
6" Diesel Hydraulic Pump	Hydra Service, Inc.	\$525.00	Prime
w/100ft.suction hose&200ft.			
discharge hose			
2 in. Electric Submerge Pump	Robertsdale Rent All, Inc.	\$35.00	Prime
w/200 ft. hose	Hydra Service, Inc.		Secondary
W/ 200 1t. 1103C	Tryura Service, me.	\$30.00	Secondary
Mud Pump	Hydra Service, Inc.	\$90.00	Prime
·		·	
12 ft Waad Crinden w/ Onemator	Pitters Teacher Co. Inc.	¢c 000 00	Deine
12 ft. Wood Grinder w/ Operator Powered by Diesel, Minimum Reach 27'	Pittman Tractor Co., Inc.	\$6,000.00	Prime
w/Capabilities of lifting 5000 lbs.			
Tub Grinder		No Bio	1
List various sizes available w/price			
Tub Grinder		No Bio	ł
List various sizes available w/price			
Tub Grinder		No Bio	J
List various sizes available w/price		INO DIC	
Bandit Model 1890 Wood Chipper	Pittman Tractor Co., Inc.	\$1,050.00	Prime
or equal			
Curtain Burner 30ft.	Pittman Tractor Co., Inc.	\$645.00	Prime
	, -		

COMPETITIVE BID #WG21-11 AW PROVISION OF RENTAL EQUIPM	ΔTF		
Effective Date: 02/02/2021 throug		~1 L	
EQUIPMENT	BIDDER	AMOUNT BID - D	AILY RATE
3500 Watt Honda Generator	Robertsdale Rent All, Inc.	\$45.00	Prime
or equal			
CAT XQ175 Emergency Standby Generator	Thompson Tractor Co., Inc.	\$359.00	Prime
or equal			
Diesel Powered Light Plants	Thompson Tractor Co., Inc.	\$150.00	Prime
w/four 1000 watt Metal Halide			
Flood Lights			
285 CFM Diesel Powered Air	Thompson Tractor Co., Inc.	\$248.00	Prime
Compressor w/100 ft. of 1 in. air			
hoses or equal			
Gas Powered Portable Welding	Thompson Tractor Co., Inc.	\$100.00	Prime
Machine - Medium Duty			
40 ft. Towable Bucket Lift	Thompson Tractor Co., Inc.	\$220.00	Prime
Toyota Model 7FGU25 Forklift	Thompson Tractor Co., Inc.	\$245.00	Prime
or equal			
32' Scissor Lift	Thompson Tractor Co., Inc.	\$173.00	Prime
Trencher - 4" SKST Attachment	Thompson Tractor Co., Inc.	\$147.00	Prime
List various sizes available w/price			
Trencher - 4" Ride on	Thompson Tractor Co., Inc.	\$340.00	Prime
List various sizes available w/price	,	, 1 3,33	_

COMPETITIVE BID #WG21-11 AW			
PROVISION OF RENTAL EQUIPM	ATE		
Effective Date: 02/02/2021 throug	N U2/U2/2U22		
QUIPMENT	BIDDER	AMOUNT BID - D	AILY RATE
Frencher - 4" Walk Behind	Robertsdale Rent All, Inc.	\$175.00	Prime
List various sizes available w/price	Thompson Tractor Co., Inc.	\$193.00	Secondary
Trencher - 3" Walk Behind	Robertsdale Rent All, Inc.	\$175.00	Prime
List various sizes available w/price			
Trencher - 2" Walk Behind	Robertsdale Rent All, Inc.	\$125.00	Prime
List various sizes available w/price			
Horizontal Directional Boring Machine		No Bid	
List various sizes available w/price			
Horizontal Directional Boring Machine		No Bid	
List various sizes available w/price			
Horizontal Directional Boring Machine		No Bid	
List various sizes available w/price			
Diesel Powered Knuckle Boom Truck-8'	Thompson Tractor Co., Inc.	\$2,500.00	Prime
ong 24 CU Yard with Barn Door Tailgate			
Boom Rotation 280 dg by Hydraulic Motor			
Mack Tri-Axle 21 Yard Dump Truck	Pittman Tractor Co., Inc.	\$1,750.00	Prime
or equal			
Freightliner Single Axle 8 Yard Dump	Pittman Tractor Co., Inc.	\$1,000.00	Prime
rucк or equal			
	Pittman Tractor Co., Inc.	\$1,495.00	Prime
Truck or equal Mack Tandum Axle 14 Yard Dump Truck or equal	Pittman Tractor Co., Inc.	\$1,495.00	Pr

COMPETITIVE BID #WG21-11 AW	ARD LISTING		
PROVISION OF RENTAL EQUIPM			
Effective Date: 02/02/2021 throug	h 02/02/2022		
EQUIPMENT	BIDDER	AMOUNT BID - I	
Volvo A25D- 25 ton 6x6 Articulated	Pittman Tractor Co., Inc.	\$1,495.00	
Off Road Truck or equal	Thompson Tractor Co., Inc.	\$1,590.00	Secondary
Freightliner M2 106 with 10ft Dump Body		No Bio	<u> </u>
or equal			
938K Rubber Tire Loader w/4 way Bucket	*Coastal Machinery Co., Inc.	\$488.00	Prime
w/2.5 cu. yd. multipurpose Bucket or equal	Pittman Tractor Co., Inc.	\$625.00	Secondary
Cat 966K Front End Loader or equal	Pittman Tractor Co., Inc.	\$839.00	Prime
	Thompson Tractor Co., Inc.	\$1,390.00	Secondary
Caterpillar 963D Track Loader with	Thompson Tractor Co., Inc.	\$990.00	Prime
multipurpose bucket or equal			
Bobcat T870 Track Loader w/high capacity	Thompson Tractor Co., Inc.	\$525.00	Prime
Hydraulic Pump with attachments or equal			
Cat 336E Excavator w/Thumb and A/C	*Coastal Machinery Co., Inc.	\$722.00	Prime
or equal	Pittman Tractor Co., Inc.	\$1,200.00	Secondary
Cat 329E Excavator w/Thumb and A/C	Pittman Tractor Co., Inc.	\$1,050.00	Prime
or equal	Thompson Tractor Co., Inc.		Secondary
Cat 324E Excavator w/Thumb and A/C	*Coastal Machinery Co., Inc.	\$552.00	Prime
or equal	*Thompson Tractor Co., Inc.		Secondary
Cat 318 Rubber Tire Excavator or equal	Pittman Tractor Co., Inc.	\$1,050.00	Prime
·	Thompson Tractor Co., Inc.		Secondary

COMPETITIVE BID #WG21-11 AWARD LISTING			
PROVISION OF RENTAL EQUIPMI			
Effective Date: 02/02/2021 through	1 02/02/2022		
EQUIPMENT	BIDDER	AMOUNT BID - [OAILY RATE
XL4100 Gradall or equal	Pittman Tractor Co., Inc.	\$1,505.00	Prime
Cat 329 Long Reach Excavator with A/C	Pittman Tractor Co., Inc.	\$1,495.00	Prime
or equal 60 ft. reach	Thompson Tractor Co., Inc.	\$2,320.00	Secondary
Cat 349 Excavator Loader with multipurpose	Thompson Tractor Co., Inc.	\$2,470.00	Prime
bucket or equal			
Ditch Cleaning Bucket (for Excavator)	Pittman Tractor Co., Inc.	\$150.00	Prime
Cat 12M Motor Grader or equal	Pittman Tractor Co., Inc.	\$1,050.00	Prime
	Thompson Tractor Co., Inc.	\$1,420.00	Secondary
Cat 12M Motor Grader with Front	Pittman Tractor Co., Inc.	\$1,295.00	Prime
Blade or equal			
CAT 140M Motor Grader or equal	Pittman Tractor Co., Inc.	\$1,050.00	Prime
·	Thompson Tractor Co., Inc.	\$1,420.00	Secondary
CAT 140M Motor Grader with Front	Pittman Tractor Co., Inc.	\$1,295.00	Prime
Blade or equal			
Cat D6K LGP Dozer with Straight Blade	Pittman Tractor Co., Inc.	\$850.00	Prime
or equal			
Cat D6K LGP Dozer with Tilt Blade or equal	Pittman Tractor Co., Inc.	\$850.00	Prime
·	Thompson Tractor Co., Inc.	*	Secondary

COMPETITIVE BID #WG21-11 AW	ARD LISTING		
PROVISION OF RENTAL EQUIPM			
Effective Date: 02/02/2021 throug			
EQUIPMENT	BIDDER	AMOUNT BID - I	Ī
Cat D6 LGP Dozer or equal with Straight	Pittman Tractor Co., Inc.	\$950.00	Prime
Blade, Cab and A/C, Auto Reversing Fan			
Cat 416E Back Hoe or equal	Pittman Tractor Co., Inc.	\$285.00	Prime
·	Thompson Tractor Co., Inc.	\$410.00	Secondary
Cat 623H - 18 to 23 cu. yd. capacity		No Bio	t l
or equal			
Pull behind Tractor Scraper	Pittman Tractor Co., Inc.	\$850.00	Prime
6 cu. yd. capacity or equal			
4 - 6 Ton Steel Wheel Roller w/compaction	*Coastal Machinery Co., Inc.	\$318.00	Prime
width of 66 in. or equal	Pittman Tractor Co., Inc.		Secondary
8-10 Ton Steel Wheel Roller w/compaction	Pittman Tractor Co., Inc.	\$525.00	Primo
width of 84 in. or equal	Thompson Tractor Co., Inc.		Secondary
9-12 Ton Rubber Tire Roller	Pittman Tractor Co., Inc.	\$625.00	Prime
5-12 TOIT RUBBET THE ROHEI	Fittinan fractor co., inc.	7023.00	riiiie
Cat CP 44 Sheepfoot Roller	Pittman Tractor Co., Inc.	\$450.00	
w/blade or equal	Thompson Tractor Co., Inc.	\$540.00	Secondary
Cat CP 74 Sheepfoot Roller or equal	Pittman Tractor Co., Inc.	\$550.00	Prime
One Ton Small Steel Wheel Roller	Pittman Tractor Co., Inc.	\$169.00	
	Thompson Tractor Co., Inc.	\$219.00	Secondary

COMPETITIVE BID #WG21-11 AW			
PROVISION OF RENTAL EQUIPM			
Effective Date: 02/02/2021 through			
EQUIPMENT	BIDDER	AMOUNT BID - I	
Minimum 114 HP Kubota Farm Type Tractor	Kingline Equipment	\$115.00	
or equal	Coblentz Equipment & Parts Co., Inc.	\$150.00	Secondary
4 Wheel Drive Boom Mower w/Tractor	Coblentz Equipment & Parts Co., Inc.	\$750.00	Prime
w/6ft. Mower Deck 23 ft. boom reach			
Cat 262C Skid Steer Loader (Hi-Flo)	Thompson Tractor Co., Inc.	\$350.00	Prime
73hp or equal, Rubber Tracks	*Coastal Machinery Co., Inc.	\$361.00	Secondary
Cat 226B Skid Steer Loader 59 hp	Thompson Tractor Co., Inc.	\$264.00	Prime
or equal .	*Coastal Machinery Co., Inc.	-	Secondary
Auger 8" - 36" bits for Skid Steer	Robertsdale Rent All, Inc.	\$125.00	Prime
Loader	Thompson Tractor Co., Inc.	<u> </u>	Secondary
Angle Broom for Skid Steer	Thompson Tractor Co., Inc.	\$147.00	Prime
Loader			
Cold Planner for Skid Steer Loader	Thompson Tractor Co., Inc.	\$273.00	Prime
Forks for Skid Steer Loader	Thompson Tractor Co., Inc.	\$74.00	Prime
	Robertsdale Rent All, Inc.	-	Secondary
Hydraulic Hammer for Ski Steer Loader	Thompson Tractor Co., Inc.	\$158.00	Prime
Tracks for Skid Steer Loader		No Bio	<u> </u>

COMPETITIVE BID #WG21-11 AW	ARD LISTING	
PROVISION OF RENTAL EQUIPM		ATE
Effective Date: 02/02/2021 throug		
EQUIPMENT	BIDDER	AMOUNT BID - DAILY RATE
Brush Cutter for Skid Steer Loader	Pittman Tractor Co., Inc.	\$125.00 Prime
	Thompson Tractor Co., Inc.	\$252.00 Secondary
Rotary Cutter for Skid Steer Loader	Thompson Tractor Co., Inc.	\$410.00 Prime
Portable Screening Plant Model 271 or equal		No Bid
Milling Machine Writgen 2000 or equivalent with operators		No Bid
Mauldin 1750-C Asphalt Spreader or equal	Pittman Tractor Co., Inc.	\$1,900.00 Prime
Cat AP600D Asphalt Spreader or equal		No Bid
Cat AP1000D Asphalt Spreader or equal		No Bid
25 Cubic Yard Rear Loader Garbage Truck or equal		No Bid
13 Cubic Yard Rear Loader Garbage Truck or equal		No Bid
25 Cubic Yard Rear Loader Garbage Truck or equal		No Bid
NOTE: The presence of a "*" indicates that an "o	r equal" item was bid.	

	1 00/00/000		
Effective Date: 02/02/2021 thro	ugh 02/02/2022		
QUIPMENT	BIDDER	AMOUNT BID - W	EEKLY RATE
5" Diesel Hydraulic Pump	Hydra Service, Inc.	\$1,575.00	Prime
v/100ft.suction hose&200ft. Jischarge hose			
2 in. Electric Submerge Pump	Robertsdale Rent All, Inc.	\$175.00	Prime
v/200 ft. hose	Hydra Service, Inc.		Secondary
Mud Pump	Hydra Service, Inc.	\$270.00	Prime
.2 ft. Wood Grinder w/ Operator	Pittman Tractor Co., Inc.	\$18,000.00	Prime
Powered by Diesel, Minimum Reach 27' v/Capabilities of lifting 5000 lbs.			
V/Capabilities of lifting 5000 lbs.			
ub Grinder		No Bio	t
ist various sizes available w/price			
ub Grinder		No Bio	d
ist various sizes available w/price			
ub Grinder		No Bio	3
ist various sizes available w/price			
Bandit Model 1890 Wood Chipper	Pittman Tractor Co., Inc.	\$2,995.00	Prime
or equal			
Curtain Burner 30ft.	Pittman Tractor Co., Inc.	\$1,725.00	Prime

COMPETITIVE BID #WG21-11 AW PROVISION OF RENTAL EQUIPM	Y RATE		
	Effective Date: 02/02/2021 through 02/02/2022		
QUIPMENT	BIDDER	AMOUNT BID - W	EEKLY RAT
3500 Watt Honda Generator	Robertsdale Rent All, Inc.	\$180.00	Prime
or equal			
CAT XQ175 Emergency Standby Generator	Thompson Tractor Co., Inc.	\$1,077.00	Prime
or equal			
Diesel Powered Light Plants	Thompson Tractor Co., Inc.	\$310.00	Prime
w/four 1000 watt Metal Halide			
Flood Lights			
285 CFM Diesel Powered Air	Thompson Tractor Co., Inc.	\$545.00	Prime
Compressor w/100 ft. of 1 in. air			
noses or equal			
Gas Powered Portable Welding	Thompson Tractor Co., Inc.	\$260.00	Prime
Machine - Medium Duty			
40 ft. Towable Bucket Lift	Thompson Tractor Co., Inc.	\$520.00	Prime
Toyota Model 7FGU25 Forklift	Thompson Tractor Co., Inc.	\$630.00	Prime
or equal			
32' Scissor Lift	Thompson Tractor Co., Inc.	\$347.00	Prime
Frencher - 4" SKST Attachment	Thompson Tractor Co., Inc.	\$394.00	Prime
List various sizes available w/price			
Trencher - 4" Ride on	Thompson Tractor Co., Inc.	\$840.00	Prime
List various sizes available w/price			

COMPETITIVE BID #WG21-11 AWARD LISTING PROVISION OF RENTAL EQUIPMENT - PICKED-UP WEEKLY RATE				
Effective Date: 02/02/2021 through 02/02/2022				
EQUIPMENT	BIDDER	AMOUNT BID - W	FFILLY DATE	
rencher - 4" Walk Behind	Thompson Tractor Co., Inc.	\$495.00		
List various sizes available w/price	Robertsdale Rent All, Inc.	· · · · · · · · · · · · · · · · · · ·	Secondary	
and the state of t	Hower counter the review in the	7033.00	- Scottidary	
Frencher - 3" Walk Behind	Robertsdale Rent All, Inc.	\$655.00	Prime	
ist various sizes available w/price				
Frencher - 2" Walk Behind	Robertsdale Rent All, Inc.	\$490.00	Prime	
ist various sizes available w/price				
Horizontal Directional Boring Machine		No Bio		
ist various sizes available w/price				
Horizontal Directional Boring Machine		No Bio		
ist various sizes available w/price				
Horizontal Directional Boring Machine		No Bio		
ist various sizes available w/price				
Diesel Powered Knuckle Boom Truck-8'	Thompson Tractor Co., Inc.	\$7,500.00	Prime	
ong 24 CU Yard with Barn Door Tailgate				
Boom Rotation 280 dg by Hydraulic Motor				
Mack Tri-Axle 21 Yard Dump Truck	Pittman Tractor Co., Inc.	\$2,995.00	Prime	
or equal				
Freightliner Single Axle 8 Yard Dump	Pittman Tractor Co., Inc.	\$3,000.00	Prime	
Fruck or equal				
Mack Tandum Axle 14 Yard Dump	Pittman Tractor Co., Inc.	\$3,400.00	Prime	
Fruck or equal				

COMPETITIVE BID #WG21-11 AW	ARD LISTING			
PROVISION OF RENTAL EQUIPMENT - PICKED-UP WEEKLY RATE				
Effective Date: 02/02/2021 through 02/02/2022				
QUIPMENT	BIDDER	AMOUNT BID - W	1	
/olvo A25D- 25 ton 6x6 Articulated	Pittman Tractor Co., Inc.	\$3,300.00		
Off Road Truck or equal	Thompson Tractor Co., Inc.	\$4,130.00	Secondary	
Freightliner M2 106 with 10ft Dump Body		No Bio	ł	
or equal				
938K Rubber Tire Loader w/4 way Bucket	*Coastal Machinery Co., Inc.	\$1,420.00	Prime	
n/2.5 cu. yd. multipurpose Bucket or equal	Pittman Tractor Co., Inc.	\$1,475.00	Secondary	
Cat 966K Front End Loader or equal	Pittman Tractor Co., Inc.	\$1,450.00	Prime	
	Thompson Tractor Co., Inc.	\$3,620.00	Secondary	
Caterpillar 963D Track Loader with	Thompson Tractor Co., Inc.	\$3,200.00	Prime	
multipurpose bucket or equal				
Bobcat T870 Track Loader w/high capacity	Thompson Tractor Co., Inc.	\$1,700.00	Prime	
Hydraulic Pump with attachments or equal				
Cat 336E Excavator w/Thumb and A/C	*Coastal Machinery Co., Inc.	\$2,210.00	Prime	
or equal	Pittman Tractor Co., Inc.	\$3,400.00	Secondary	
Cat 329E Excavator w/Thumb and A/C	Pittman Tractor Co., Inc.	\$2,300.00	Prime	
or equal	Thompson Tractor Co., Inc.	\$4,240.00	Secondary	
Cat 324E Excavator w/Thumb and A/C	*Coastal Machinery Co., Inc.	\$1,678.00	Prime	
or equal	Pittman Tractor Co., Inc.	\$2,050.00	Secondary	
Cat 318 Rubber Tire Excavator or equal	Pittman Tractor Co., Inc.	\$2,900.00	Prime	
	Thompson Tractor Co., Inc.	\$3,500.00	Secondary	

COMPETITIVE BID #WG21-11 AW PROVISION OF RENTAL EQUIPM	Y RATE		
Effective Date: 02/02/2021 through			
EQUIPMENT	BIDDER	AMOUNT BID - W	EEKLY RAT
KL4100 Gradall or equal	Pittman Tractor Co., Inc.	\$4,300.00	Prime
Cat 329 Long Reach Excavator with A/C	Pittman Tractor Co., Inc.	\$3,500.00	Prime
or equal 60 ft. reach	Thompson Tractor Co., Inc.	\$6,030.00	Secondary
Cat 349 Excavator Loader with multipurpose bucket or equal	Thompson Tractor Co., Inc.	\$6,420.00	Prime
Ditch Cleaning Bucket (for Excavator)	Pittman Tractor Co., Inc.	\$450.00	Prime
Cat 12M Motor Grader or equal	Pittman Tractor Co., Inc. Thompson Tractor Co., Inc.	\$2,950.00	Prime Secondary
	mompson tractor co., inc.	\$3,700.00	Secondary
Cat 12M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc.	\$3,350.00	Prime
CAT 140M Motor Grader or equal	Pittman Tractor Co., Inc. Thompson Tractor Co., Inc.	\$3,050.00 \$3,700.00	Prime Secondary
CAT 140M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc.	\$3,350.00	Prime
Cat D6K LGP Dozer with Straight Blade or equal	Pittman Tractor Co., Inc.	\$2,250.00	Prime
Cat D6K LGP Dozer with Tilt Blade or equal	Pittman Tractor Co., Inc.	\$2,250.00	Prime
	Thompson Tractor Co., Inc.	\$2,840.00	Secondary

PROVISION OF RENTAL EQUIP Effective Date: 02/02/2021 throu		/ RATE	
Effective Date: 02/02/2021 throu	gh 02/02/2022		
	<u> </u>		
EQUIPMENT	BIDDER	AMOUNT BID - W	
Cat D6 LGP Dozer or equal with Straight	Pittman Tractor Co., Inc.	\$2,350.00	Prime
Blade, Cab and A/C, Auto Reversing Fan			
Cat 416E Back Hoe or equal	Pittman Tractor Co., Inc.	\$669.00	Prime
,	Thompson Tractor Co., Inc.		Secondary
Cat 623H - 18 to 23 cu. yd. capacity		No Bio	1
or equal			
Pull behind Tractor Scraper	Pittman Tractor Co., Inc.	\$2,050.00	Prime
6 cu. yd. capacity or equal			
4 - 6 Ton Steel Wheel Roller w/compaction	Pittman Tractor Co., Inc.	\$950.00	Prime
width of 66 in. or equal	*Coastal Machinery Co., Inc.		Secondary
8-10 Ton Steel Wheel Roller w/compaction	Thompson Tractor Co., Inc.	\$1,470.00	
width of 84 in. or equal	Pittman Tractor Co., Inc.	\$1,725.00	Secondary
9-12 Ton Rubber Tire Roller	Pittman Tractor Co., Inc.	\$1,650.00	Prime
Cat CP 44 Sheepfoot Roller	Pittman Tractor Co., Inc.	\$1,150.00	Prime
w/blade or equal	Thompson Tractor Co., Inc.	\$1,310.00	Secondary
Cat CP 74 Sheepfoot Roller or equal	Pittman Tractor Co., Inc.	\$1,290.00	Prime
One Ton Small Steel Wheel Roller	Dittman Tractor Co. Inc.	\$450.00	Drime
One Ton Sman Steel Wheel Roller	Pittman Tractor Co., Inc. Thompson Tractor Co., Inc.		Secondary

COMPETITIVE BID #WG21-11 AW PROVISION OF RENTAL EQUIPM	ATE		
Effective Date: 02/02/2021 throug			
COLUDATAT	NIDDED	AAAQUAT DID. VA	(EELLI V DATE
EQUIPMENT	BIDDER	AMOUNT BID - W	1
Minimum 114 HP Kubota Farm Type Tractor	Kingline Equipment	\$650.00	Secondary
or equal	Coblentz Equipment & Parts Co., Inc.	\$700.00	Secondary
1 Wheel Drive Boom Mower w/Tractor	Coblentz Equipment & Parts Co., Inc.	\$2,500.00	Prime
w/6ft. Mower Deck 23 ft. boom reach			
Cat 262C Skid Steer Loader (Hi-Flo)	Thompson Tractor Co., Inc.	\$920.00	Prime
73hp or equal, Rubber Tracks	*Coastal Machinery Co., Inc.	\$1,147.00	Secondary
Cat 226B Skid Steer Loader 59 hp	Thompson Tractor Co., Inc.	\$726.00	Prime
or equal	*Coastal Machinery Co., Inc.	\$892.00	Secondary
Auger 8" - 36" bits for Skid Steer	Robertsdale Rent All, Inc.	\$175.00	Prime
Loader	Thompson Tractor Co., Inc.	-	Secondary
Angle Broom for Skid Steer	Thompson Tractor Co., Inc.	\$394.00	Prime
Loader			
Cold Planner for Skid Steer Loader	Thompson Tractor Co., Inc.	\$725.00	Prime
Forks for Skid Steer Loader	Thompson Tractor Co., Inc.	\$105.00	Drimo
OTRS TOT SKIU Steel LOGGET	Robertsdale Rent All, Inc.	-	Secondary
Hydraulic Hammer for Ski Steer Loader	Thompson Tractor Co., Inc.	\$525.00	Prime
Fracks for Skid Steer Loader		No Bio	<u> </u>

PROVISION OF RENTAL EQUIPMENT - PICKED-UP WEEKLY RATE Effective Date: 02/02/2021 through 02/02/2022			
Lifective Date. 02/02/2021 tillou			
EQUIPMENT	BIDDER	AMOUNT BID - WEEKL	Y RATE
Brush Cutter for Skid Steer Loader	Pittman Tractor Co., Inc.	\$450.00 Prim	e
	Thompson Tractor Co., Inc.	\$756.00 Seco	ndary
Rotary Cutter for Skid Steer Loader	Thompson Tractor Co., Inc.	\$1,092.00 Prim	e
Portable Screening Plant		No Bid	
Model 271 or equal			
Milling Machine		No Bid	
Writgen 2000 or equivalent with operators			
Mauldin 1750-C Asphalt Spreader or equal	Pittman Tractor Co., Inc.	\$5,500.00 Prim	e
Cat AP600D Asphalt Spreader or equal		No Bid	
Cat AP1000D Asphalt Spreader or equal		No Bid	
25 Cubic Yard Rear Loader Garbage Truck or equal		No Bid	
13 Cubic Yard Rear Loader Garbage Truck		No Bid	
or equal			
25 Cubic Yard Rear Loader Garbage Truck or equal		No Bid	

PROVISION OF RENTAL EQUIPMENT - PICKED-UP MONTHLY RATE Effective Date: 02/02/2021 through 02/02/2022			
Effective Date: 02/02/2021 throug	gn 02/02/2022		
EQUIPMENT	BIDDER	AMOUNT BID - MO	ONTHLY RAT
6" Diesel Hydraulic Pump w/100ft.suction hose&200ft.	Hydra Service, Inc.	\$4,725.00	Prime
discharge hose			
2 in. Electric Submerge Pump	Robertsdale Rent All, Inc.	\$250.00	Prime
w/200 ft. hose	Hydra Service, Inc.	\$810.00	Secondary
Mud Pump	Hydra Service, Inc.	\$810.00	Prime
12 ft. Wood Grinder w/ Operator	Pittman Tractor Co., Inc.	\$54,000.00	Prime
Powered by Diesel, Minimum Reach 27' w/Capabilities of lifting 5000 lbs.			
Tub Grinder		No Bio	<u> </u>
List various sizes available w/price			
Tub Grinder		No Bio	t d
List various sizes available w/price			
Tub Grinder		No Bio	k k
List various sizes available w/price			
Bandit Model 1890 Wood Chipper	Pittman Tractor Co., Inc.	\$8,500.00	Prime
or equal			
Curtain Burner 30ft.	Pittman Tractor Co., Inc.	\$3,650.00	Prime
Curtain Burner 30ft.	Pittman Tractor Co., Inc.	\$3,650.00	Prime

COMPETITIVE BID #WG21-11 AW		IVDATE	
	ROVISION OF RENTAL EQUIPMENT - PICKED-UP MONTHLY fective Date: 02/02/2021 through 02/02/2022		
EQUIPMENT	BIDDER	AMOUNT BID - MO	NTHLY RATE
3500 Watt Honda Generator	Robertsdale Rent All, Inc.	\$465.00	Prime
or equal			
CAT XQ175 Emergency Standby Generator	Thompson Tractor Co., Inc.	\$3,231.00	Prime
or equal			
Diesel Powered Light Plants	Thompson Tractor Co., Inc.	\$528.00	Prime
w/four 1000 watt Metal Halide			
Flood Lights			
285 CFM Diesel Powered Air	Thompson Tractor Co., Inc.	\$1,365.00	Prime
Compressor w/100 ft. of 1 in. air			
hoses or equal			
Gas Powered Portable Welding	Thompson Tractor Co., Inc.	\$500.00	Prime
Machine - Medium Duty			
40 ft. Towable Bucket Lift	Thompson Tractor Co., Inc.	\$1,470.00	Prime
Toyota Model 7FGU25 Forklift	Thompson Tractor Co., Inc.	\$1,200.00	Prime
or equal			
32' Scissor Lift	Thompson Tractor Co., Inc.	\$890.00	Prime
		4	
Trencher - 4" SKST Attachment	Thompson Tractor Co., Inc.	\$765.00	Prime
List various sizes available w/price			
Trencher - 4" Ride on	Thompson Tractor Co., Inc.	\$1,726.00	Prime
List various sizes available w/price			

		PROVISION OF RENTAL EQUIPMENT - PICKED-UP MONTHLY RATE		
Effective Date: 02/02/2021 thro	ugh 02/02/2022			
QUIPMENT	BIDDER	AMOUNT BID - MO		
Frencher - 4" Walk Behind	Thompson Tractor Co., Inc.	\$995.00		
List various sizes available w/price	Robertsdale Rent All, Inc.	\$1,580.00	Secondary	
Trencher - 3" Walk Behind	Robertsdale Rent All, Inc.	\$1,580.00	Prime	
List various sizes available w/price				
Trencher - 2" Walk Behind	Robertsdale Rent All, Inc.	\$1,200.00	Prime	
List various sizes available w/price				
Horizontal Directional Boring Machine		No Bio	<u> </u>	
List various sizes available w/price				
Horizontal Directional Boring Machine		No Bid		
List various sizes available w/price				
Horizontal Directional Boring Machine		No Bio	d	
List various sizes available w/price				
Diesel Powered Knuckle Boom Truck-8'	Thompson Tractor Co., Inc.	\$23,000.00	Prime	
ong 24 CU Yard with Barn Door Tailgate				
Boom Rotation 280 dg by Hydraulic Motor				
Mack Tri-Axle 21 Yard Dump Truck	Pittman Tractor Co., Inc.	\$8,500.00	Prime	
or equal				
reightliner Single Axle 8 Yard Dump	Pittman Tractor Co., Inc.	\$9,000.00	Prime	
Fruck or equal				
Mack Tandum Axle 14 Yard Dump	Pittman Tractor Co., Inc.	\$8,200.00	Prime	

COMPETITIVE BID #WG21-11 AW	ARD LISTING		
PROVISION OF RENTAL EQUIPM		LY RATE	
Effective Date: 02/02/2021 throug	h 02/02/2022		
EQUIPMENT	BIDDER	AMOUNT BID - MO	NITHI V DATI
Volvo A25D- 25 ton 6x6 Articulated	Pittman Tractor Co., Inc.	\$7,900.00	
Off Road Truck or equal	Thompson Tractor Co., Inc.		Secondary
		77	,
Freightliner M2 106 with 10ft Dump Body		No Bio	<u> </u> :
or equal			
938K Rubber Tire Loader w/4 way Bucket	*Coastal Machinery Co., Inc.	\$3,825.00	Prime
w/2.5 cu. yd. multipurpose Bucket	Pittman Tractor Co., Inc.	\$4,400.00	Secondary
or equal			
Cat 966K Front End Loader or equal	Pittman Tractor Co., Inc.	\$4,600.00	Prime
	Thompson Tractor Co., Inc.	\$9,860.00	Secondary
Caterpillar 963D Track Loader with	Thompson Tractor Co., Inc.	\$7,800.00	Prime
multipurpose bucket or equal			
Bobcat T870 Track Loader w/high capacity	Thompson Tractor Co., Inc.	\$3,600.00	Prime
Hydraulic Pump with attachments or equal		70,000.00	
Cat 336E Excavator w/Thumb and A/C	*Coastal Machinery Co., Inc.	\$7,500.00	Prime
or equal	Pittman Tractor Co., Inc.		Secondary
Cat 329E Excavator w/Thumb and A/C	Pittman Tractor Co., Inc.	\$6,750.00	
or equal	Thompson Tractor Co., Inc.	\$11,560.00	Secondary
Cat 324E Excavator w/Thumb and A/C	*Coastal Machinery Co., Inc.	\$3,825.00	Prime
or equal	Thompson Tractor Co., Inc.		Secondary
Cat 240 Bubbas Tim Fu		40.555.55	D :
Cat 318 Rupper Tire Excavator or equal			
Cat 318 Rubber Tire Excavator or equal	Pittman Tractor Co., Inc. Thompson Tractor Co., Inc.	\$8,600.00 \$9,500.00	

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BIDDER	AMOUNT BID - MO	NTHLY RA
Pittman Tractor Co., Inc.	\$9,900.00	Prime
Pittman Tractor Co., Inc.	\$9,950.00	Prime
Thompson Tractor Co., Inc.		
Thompson Tractor Co., Inc.	\$17,490.00	Prime
Pittman Tractor Co., Inc.	\$750.00	Prime
Pittman Tractor Co., Inc.		
Thompson Tractor Co., Inc.	\$10,070.00	Secondary
Pittman Tractor Co., Inc.	\$8,150.00	Prime
Pittman Tractor Co., Inc. Thompson Tractor Co., Inc.		
Pittman Tractor Co., Inc.	\$9,150.00	Prime
Pittman Tractor Co., Inc.	\$5,850.00	Prime
Pittman Tractor Co., Inc. Thompson Tractor Co., Inc.		Prime Secondary
	BIDDER Pittman Tractor Co., Inc. Pittman Tractor Co., Inc. Thompson Tractor Co., Inc. Pittman Tractor Co., Inc.	BIDDER

IENT - PICKED-UP MONTHI	VPATE	
	LI IVAIL	
h 02/02/2022		
Pittman Tractor Co., Inc.	\$5,950.00	Prime
Pittman Tractor Co., Inc.	\$1,450.00	Prime
Thompson Tractor Co., Inc.		Secondary
	No Bio	<u> </u>
Pittman Tractor Co., Inc.	\$5,200.00	Prime
Pittman Tractor Co. Inc.	\$2.790.00	Prime
Coastar Machinery co., me.	Ÿ2,373.00	Secondary
Thompson Tractor Co., Inc.	\$3,565.00	Prime
Pittman Tractor Co., Inc.	\$5,450.00	Secondary
Pittman Tractor Co., Inc.	\$3,950.00	Prime
Pittman Tractor Co., Inc.	\$2,950.00	Prime
Thompson Tractor Co., Inc.	\$3,215.00	Secondary
Pittman Tractor Co., Inc.	\$2,950.00	Prime
Dittman Tractor Co. Los	Ć1 350 00	Drimo
monipson fractor co., inc.	\$1,407.00	Secondary
	Pittman Tractor Co., Inc. Pittman Tractor Co., Inc. *Coastal Machinery Co., Inc. Thompson Tractor Co., Inc. Pittman Tractor Co., Inc. Pittman Tractor Co., Inc. Pittman Tractor Co., Inc.	Pittman Tractor Co., Inc. \$5,950.00 Pittman Tractor Co., Inc. \$1,450.00 Thompson Tractor Co., Inc. \$2,110.00 Pittman Tractor Co., Inc. \$5,200.00 Pittman Tractor Co., Inc. \$2,790.00 *Coastal Machinery Co., Inc. \$2,975.00 Thompson Tractor Co., Inc. \$3,565.00 Pittman Tractor Co., Inc. \$3,950.00 Pittman Tractor Co., Inc. \$3,950.00 Pittman Tractor Co., Inc. \$2,950.00 Pittman Tractor Co., Inc. \$2,950.00

COMPETITIVE BID #WG21-11 AW	ARD LISTING		
PROVISION OF RENTAL EQUIPMI		RATE	
Effective Date: 02/02/2021 through 02/02/2022			
QUIPMENT	BIDDER	AMOUNT BID - MO	
Minimum 114 HP Kubota Farm Type Tractor	Coblentz Equipment & Parts Co., Inc.	\$2,000.00	
or equal	Kingline Equipment, Inc.	\$2,250.00	Secondary
1 Wheel Drive Boom Mower w/Tractor	Coblentz Equipment & Parts Co., Inc.	\$6,000.00	Prime
w/6ft. Mower Deck 23 ft. boom reach			
Cat 262C Skid Steer Loader (Hi-Flo)	Thompson Tractor Co., Inc.	\$1,760.00	Prime
73hp or equal, Rubber Tracks	*Coastal Machinery Co., Inc.		Secondary
Cat 226B Skid Steer Loader 59 hp	Thompson Tractor Co., Inc.	\$1,320.00	Prime
or equal	*Coastal Machinery Co., Inc.		Secondary
Auger 8" - 36" bits for Skid Steer	Robertsdale Rent All, Inc.	\$275.00	Prime
Loader	Thompson Tractor Co., Inc.	\$935.00	Secondary
Angle Broom for Skid Steer	Thompson Tractor Co., Inc.	\$935.00	Prime
Loader			
Cold Planner for Skid Steer Loader	Thompson Tractor Co., Inc.	\$1,700.00	Prime
Forks for Skid Steer Loader	Robertsdale Rent All, Inc.	\$210.00	Prime
TOTAL STOLE SAID STOCK LOUGH	Thompson Tractor Co., Inc.		Secondary
Hydraulic Hammer for Ski Steer Loader	Thompson Tractor Co., Inc.	\$1,110.00	Prime
Tracks for Skid Steer Loader		No Bio	1

PROVISION OF RENTAL EQUIPM		LINAIL	
Effective Date: 02/02/2021 throug	11 02/02/2022		
EQUIPMENT	BIDDER	AMOUNT BID - MO	ONTHLY RATI
Brush Cutter for Skid Steer Loader	Pittman Tractor Co., Inc.	\$1,050.00	
	Thompson Tractor Co., Inc.		Secondary
Rotary Cutter for Skid Steer Loader	Thompson Tractor Co., Inc.	\$2,457.00	Prime
Portable Screening Plant Model 271 or equal		No Bio	H
iviouei 2/1 oi equal			
Milling Machine		No Bio	d
Writgen 2000 or equivalent with operators			
Mauldin 1750-C Asphalt Spreader or equal	Pittman Tractor Co., Inc.	\$11,000.00	Prime
Cat AP600D Asphalt Spreader or equal		No Bio	3
Cat AP1000D Asphalt Spreader or equal		No Bio	l I
25 Cubic Yard Rear Loader Garbage Truck or equal	Big Truck Rental, LLC	\$7,200.00	Prime
13 Cubic Yard Rear Loader Garbage Truck		No Bio	1
or equal			
25 Cubic Yard Rear Loader Garbage Truck or equal	Big Truck Rental, LLC	\$8,600.00	Prime

COMPETITIVE BID #WG21-11 AV			
PROVISION OF RENTAL EQUIPMENT - DELIVERED DAILY RATE			
Effective Date: 02/02/2021 through	gn 02/02/2022		
EQUIPMENT	BIDDER	AMOUNT BID - I	DAILY RATE
5" Diesel Hydraulic Pump	Hydra Service, Inc.	\$725.00	Prime
w/100ft.suction hose&200ft.			
discharge hose			
2 in. Electric Submerge Pump	Hydra Service, Inc.	\$140.00	Prime
w/200 ft. hose			
Mud Pump	Hydra Service, Inc.	\$140.00	Prime
vida i dilip	Trydru Scrvice, Inc.	\$140.00	Time
12 ft. Wood Grinder w/ Operator	Pittman Tractor Co., Inc.	\$6,600.00	Prime
Powered by Diesel, Minimum Reach 27'		40,000.00	
w/Capabilities of lifting 5000 lbs.			
Tub Grinder		No Bio	d
List various sizes available w/price			
Tub Grinder		No Bio	d
List various sizes available w/price			
Tub Grinder		No Bio	d
List various sizes available w/price			
Bandit Model 1890 Wood Chipper	Pittman Tractor Co., Inc.	\$1,250.00	Prime
or equal			
Curtain Burner 30ft.	Pittman Tractor Co., Inc.	\$850.00	Prime

COMPETITIVE BID #WG21-11 AW	ARD LISTING		
PROVISION OF RENTAL EQUIPM			
Effective Date: 02/02/2021 throug	11 02/02/2022		
QUIPMENT	BIDDER	AMOUNT BID - DAILY RA	ATE
3500 Watt Honda Generator		No Bid	
or equal			
CAT XQ175 Emergency Standby Generator	Thompson Tractor Co., Inc.	\$759.00 Prime	
or equal			
Diesel Powered Light Plants w/four 1000 watt Metal Halide Flood Lights	Thompson Tractor Co., Inc.	\$300.00 Prime	
285 CFM Diesel Powered Air	Thompson Tractor Co., Inc.	\$448.00 Prime	
Compressor w/100 ft. of 1 in. air			
Gas Powered Portable Welding Machine - Medium Duty	Thompson Tractor Co., Inc.	\$300.00 Prime	
40 ft. Towable Bucket Lift	Thompson Tractor Co., Inc.	\$420.00 Prime	
Toyota Model 7FGU25 Forklift or equal	Thompson Tractor Co., Inc.	\$495.00 Prime	
32' Scissor Lift	Thompson Tractor Co., Inc.	\$423.00 Prime	
Frencher - 4" SKST Attachment	Thompson Tractor Co., Inc.	\$347.00 Prime	
ist various sizes available w/price	monipson fractor co., inc.	\$347.00 FIIIIE	
Trencher - 4" Walk Behind List various sizes available w/price	Thompson Tractor Co., Inc.	\$393.00 Prime	
	Thompson Tractor Co., Inc.	\$590.00 Prime	
Trencher - 4" Ride on List various sizes available w/price	Thompson Tractor Co., Inc.	\$590.00 Prime	

COMPETITIVE BID #WG21-11 AW	ARD LISTING		
PROVISION OF RENTAL EQUIPM	ENT - DELIVERED DAILY RATE		
Effective Date: 02/02/2021 throug	h 02/02/2022		
EQUIPMENT	BIDDER	AMOUNT BID - I	ΔΙΙ Υ ΒΔΤΕ
EQUIT MENT	BIBBER	AWIOON BID - I	ZAILI NAIL
Horizontal Directional Boring Machine		No Bio	<u> </u>
List various sizes available w/price			
Harizantal Directional Baring Machine		No Bio	1
Horizontal Directional Boring Machine List various sizes available w/price		INO BIO	ر ا
List various sizes available w/price			
Horizontal Directional Boring Machine		No Bio	<u> </u>
List various sizes available w/price			
Discal Daysard Kayalda Daara Tarada O	The second Transfer Co. 1	42.750.00	Daine
Diesel Powered Knuckle Boom Truck-8' Long 24 CU Yard with Barn Door Tailgate	Thompson Tractor Co., Inc.	\$2,750.00	rrime
Boom Rotation 280 dg by Hydraulic Motor			
Mack Tri-Axle 21 Yard Dump Truck	Pittman Tractor Co., Inc.	\$1,045.00	Prime
or equal			
Freightliner Single Axle 8 Yard Dump	Pittman Tractor Co., Inc.	\$1,100.00	Prime
Truck or equal			
Mack Tandum Axle 14 Yard Dump	Pittman Tractor Co., Inc.	\$1,895.00	Prime
Truck or equal			
Volvo A25D- 25 ton 6x6 Articulated	Pittman Tractor Co., Inc.	\$1,895.00	Prime
Off Road Truck or equal	Thompson Tractor Co., Inc.		Secondary
Fusionalisa on NA2 40C with 40ft Dunon Body		No Di	
Freightliner M2 106 with 10ft Dump Body or equal		No Bio	1
938K Rubber Tire Loader w/4 way Bucket	Pittman Tractor Co., Inc.	\$875.00	Prime
w/2.5 cu. yd. multipurpose Bucket	*Coastal Machinery Co., Inc. (Doosan DL200)		Secondary
or equal			
Cat 966K Front End Loader or equal	Pittman Tractor Co., Inc.	\$1,089.00	Prime
2 2 2 2 2 2 2 4 2 2 2 2 2 2 2 2 2 2 2 2	Thompson Tractor Co., Inc.		Secondary

COMPETITIVE BID #WG21-11 AW	ARD LISTING		
PROVISION OF RENTAL EQUIPMI	ENT - DELIVERED DAILY RATE		
Effective Date: 02/02/2021 through	າ 02/02/2022		
EQUIPMENT	BIDDER	AMOUNT BID - D	AILY RATE
Caterpillar 963D Track Loader with	Thompson Tractor Co., Inc.	\$1,490.00	Prime
multipurpose bucket or equal			
Bobcat T870 Track Loader w/high capacity	Thompson Tractor Co., Inc.	\$855.00	Prime
Hydraulic Pump with attachments or equal			
Cat 336E Excavator w/Thumb and A/C	*Coastal Machinery Co., Inc. (Doosan DX350)	\$1,422.00	Prime
or equal	Pittman Tractor Co., Inc.		Secondary
			,
Cat 329E Excavator w/Thumb and A/C	Pittman Tractor Co., Inc.	\$2,000.00	Prime
or equal	Thompson Tractor Co., Inc.		Secondary
Cat 324E Excavator w/Thumb and A/C	Pittman Tractor Co., Inc.	\$1,150.00	Prime
or equal	*Coastal Machinery Co., Inc. (Doosan DX225)	\$1,252.00	Secondary
Cat 210 Dubbar Tira Evgavator or agual	Dittura Turata Can Inc	¢2,000,00	Duine
Cat 318 Rubber Tire Excavator or equal	Pittman Tractor Co., Inc. Thompson Tractor Co., Inc.	\$2,000.00	Secondary
		\$2,000.00	- Coomain y
XL4100 Gradall or equal	Pittman Tractor Co., Inc.	\$1,900.00	Prime
Cat 329 Long Reach Excavator with A/C	Pittman Tractor Co., Inc.	\$2,250.00	
or equal 60 ft. reach	Thompson Tractor Co., Inc.	\$3,820.00	Secondary
Cat 349 Excavator Loader with multipurpose	Thompson Tractor Co., Inc.	\$7,470.00	Prime
bucket or equal			
Ditch Cleaning Bucket (for Excavator)	Pittman Tractor Co., Inc.	\$250.00	Prime
Cat 12M Motor Grader or equal	Pittman Tractor Co., Inc.	\$1,550.00	Prime

ENT - DELIVERED DAILY RATE		
h 02/02/2022		
Thompson Tractor Co., Inc.	\$2,420.00	Secondary
Pittman Tractor Co. Inc	\$1.895.00	Prime
	+ 2,000.00	
Thompson Tractor Co., Inc.	\$2,420.00	Secondary
Pittman Tractor Co., Inc.	\$2.195.00	Prime
Transfer Transfer Conf. mo.	+1,233.63	
Pittman Tractor Co., Inc.	\$1,250.00	Prime
Pittman Tractor Co., Inc.	\$1,250,00	Prime
Thompson Tractor Co., Inc.		Secondary
Pittman Tractor Co., Inc.	\$1,250.00	Prime
Pittman Tractor Co. Inc	\$515.00	Prime
Thompson Tractor Co., Inc.		Secondary
		•
	No Bio	
Pittman Tractor Co., Inc.	\$1,650.00	Prime
	4	
	· ·	
PILLIMAN TRACTOR CO., INC.	\$695.00	secondary
	BIDDER Thompson Tractor Co., Inc. Pittman Tractor Co., Inc.	BIDDER

COMPETITIVE BID #WG21-11 AWA	ARD LISTING		
PROVISION OF RENTAL EQUIPME	NT - DELIVERED DAILY RATE		
Effective Date: 02/02/2021 through	02/02/2022		
EQUIPMENT	BIDDER	AMOUNT BID - D	
8-10 Ton Steel Wheel Roller w/compaction	Thompson Tractor Co., Inc.	\$1,000.00	
width of 84 in. or equal	Pittman Tractor Co., Inc.	\$1,850.00	Secondary
9-12 Ton Rubber Tire Roller	Pittman Tractor Co., Inc.	\$1,150.00	Prime
Cat CP 44 Sheepfoot Roller	Pittman Tractor Co., Inc.	\$725.00	Prime
w/blade or equal	Thompson Tractor Co., Inc.	\$870.00	Secondary
Cat CP 74 Sheepfoot Roller or equal	Pittman Tractor Co., Inc.	\$1,050.00	Prime
One Ton Small Steel Wheel Roller	Pittman Tractor Co., Inc. Thompson Tractor Co., Inc.	\$325.00 \$519.00	Prime Secondary
Minimum 114 HP Kubota Farm Type Tractor or equal	Kingline Equipment Coblentz Equipment & Parts Co., Inc.	\$115.00 \$275.00	Prime Secondary
4 Wheel Drive Boom Mower w/Tractor w/6ft. Mower Deck 23 ft. boom reach	Coblentz Equipment & Parts Co., Inc.	\$1,000.00	Prime
Cat 262C Skid Steer Loader (Hi-Flo)	*Coastal Machinery Co., Inc. (Kubota SUL95)	\$661.00	
73hp or equal, Rubber Tracks	Thompson Tractor Co., Inc.	\$680.00	Secondary
Cat 226B Skid Steer Loader 59 hp	Thompson Tractor Co., Inc. *Coastal Machinery Co., Inc. (Kubota SUL75)	\$594.00	Prime Secondary
or equal	*Coastal Machinery Co., Inc. (Kubota SUL75)	\$016.00	Secondary
Auger 8" - 36" bits for Skid Steer Loader	Thompson Tractor Co., Inc.	\$477.00	Prime
Angle Broom for Skid Steer Loader	Thompson Tractor Co., Inc.	\$477.00	Prime

COMPETITIVE BID #WG21-11 AW			
PROVISION OF RENTAL EQUIPM			
Effective Date: 02/02/2021 through	1 02/02/2022		
QUIPMENT	BIDDER	AMOUNT BID - D	AILY RATE
		4000.00	
Cold Planner for Skid Steer Loader	Thompson Tractor Co., Inc.	\$603.00	Prime
orks for Skid Steer Loader	Thompson Tractor Co., Inc.	\$374.00	Prime
Hydraulic Hammer for Ski Steer Loader	Thompson Tractor Co., Inc.	\$458.00	Prime
Tracks for Skid Steer Loader		No Bid	
Brush Cutter for Skid Steer Loader	Pittman Tractor Co., Inc. Thompson Tractor Co., Inc.	\$425.00 \$582.00	Prime Secondary
Rotary Cutter for Skid Steer Loader	Thompson Tractor Co., Inc.	\$740.00	Prime
Portable Screening Plant Model 271 or equal		No Bid	
Milling Machine Writgen 2000 or equivalent with operators		No Bid	
virigen 2000 of equivalent with operators			
Mauldin 1750-C Asphalt Spreader or equal	Pittman Tractor Co., Inc.	\$2,500.00	Prime
Cat AP600D Asphalt Spreader or equal		No Bid	
Cat AP1000D Asphalt Spreader or equal		No Bid	

PROVISION OF RENTAL EQUIPM Effective Date: 02/02/2021 throug		
EQUIPMENT	BIDDER	AMOUNT BID - DAILY RAT
25 Cubic Yard Rear Loader Garbage Truck		No Bid
or equal		
13 Cubic Yard Rear Loader Garbage Truck	3 Cubic Yard Rear Loader Garbage Truck	
or equal		
25 Cubic Yard Rear Loader Garbage Truck		No Bid
or equal		
NOTE: The presence of a "*" indicates that an "c	or equal" item was bid.	

Effective Date: 02/02/2021 throu		_Y RATE	
EQUIPMENT	BIDDER	AMOUNT BID - W	EKLY RATE
6" Diesel Hydraulic Pump w/100ft.suction hose&200ft.	Hydra Service, Inc.	\$1,775.00	Prime
discharge hose			
2 in. Electric Submerge Pump w/200 ft. hose	Hydra Service, Inc.	\$320.00	Prime
Mud Pump	Hydra Service, Inc.	\$320.00	Prime
12 ft. Wood Grinder w/ Operator Powered by Diesel, Minimum Reach 27'	Pittman Tractor Co., Inc.	\$18,500.00	Prime
w/Capabilities of lifting 5000 lbs.			
Tub Grinder List various sizes available w/price		No Bid	
Tub Grinder List various sizes available w/price		No Bid	
Tub Grinder List various sizes available w/price		No Bid	
Bandit Model 1890 Wood Chipper or equal	Pittman Tractor Co., Inc.	\$2,995.00	Prime
or equal			
Curtain Burner 30ft.	Pittman Tractor Co., Inc.	\$1,925.00	Prime

COMPETITIVE BID #WG21-11 AW		V DATE	
PROVISION OF RENTAL EQUIPM Effective Date: 02/02/2021 throug		YRATE	
EQUIPMENT	BIDDER	AMOUNT BID - W	EEKLY RATE
3500 Watt Honda Generator		No Bio	l
or equal			
CAT XQ175 Emergency Standby Generator	Thompson Tractor Co., Inc.	\$1,477.00	Prime
or equal			
Diesel Powered Light Plants	Thompson Tractor Co., Inc.	\$460.00	Prime
w/four 1000 watt Metal Halide Flood Lights			
285 CFM Diesel Powered Air	Thompson Tractor Co., Inc.	\$745.00	Prime
Compressor w/100 ft. of 1 in. air			
hoses or equal			
Gas Powered Portable Welding	Thompson Tractor Co., Inc.	\$460.00	Prime
Machine - Medium Duty			
40 ft. Towable Bucket Lift	Thompson Tractor Co., Inc.	\$720.00	Prime
Toyota Model 7FGU25 Forklift	Thompson Tractor Co., Inc.	\$880.00	Prime
or equal			
32' Scissor Lift	Thompson Tractor Co., Inc.	\$597.00	Prime
Trencher - 4" SKST Attachment	Thompson Tractor Co. Inc.	\$594.00	Primo
List various sizes available w/price	Thompson Tractor Co., Inc.	\$394.00	rime
Trencher - 4" Walk Behind	Thompson Tractor Co., Inc.	\$695.00	Prime
List various sizes available w/price			

PROVISION OF RENTAL EQUIPMENT - DELIVERED WEEKLY RATE		Y RATE
Effective Date: 02/02/2021 throug	h 02/02/2022	
EQUIPMENT	BIDDER	AMOUNT BID - WEEKLY RA
Trencher - 4" Ride on	Thompson Tractor Co., Inc.	\$1,090.00 Prime
List various sizes available w/price		
Horizontal Directional Boring Machine		No Bid
List various sizes available w/price		
Horizontal Directional Boring Machine		No Bid
List various sizes available w/price		
Horizontal Directional Boring Machine		No Bid
List various sizes available w/price		
Diesel Powered Knuckle Boom Truck-8'	Thompson Tractor Co., Inc.	\$7,750.00 Prime
Long 24 CU Yard with Barn Door Tailgate		
Boom Rotation 280 dg by Hydraulic Motor		
Mack Tri-Axle 21 Yard Dump Truck	Pittman Tractor Co., Inc.	\$3,245.00 Prime
or equal		
Freightliner Single Axle 8 Yard Dump Truck or equal	Pittman Tractor Co., Inc.	\$3,100.00 Prime
Mack Tandum Axle 14 Yard Dump Truck or equal	Pittman Tractor Co., Inc.	\$3,800.00 Prime
Volvo A25D- 25 ton 6x6 Articulated	Pittman Tractor Co., Inc.	\$3,600.00 Prime
Off Road Truck or equal	Thompson Tractor Co., Inc.	\$5,130.00 Seconda
Freightliner M2 106 with 10ft Dump Body		No Bid
or equal		

COMPETITIVE BID #WG21-11 AWARD LISTING PROVISION OF RENTAL EQUIPMENT - DELIVERED WEEKLY		Y RATE	
Effective Date: 02/02/2021 through			
EQUIPMENT	BIDDER	AMOUNT BID - W	EEVI V DAT
938K Rubber Tire Loader w/4 way Bucket	*Coastal Machinery Co., Inc.		Secondary
w/2.5 cu. yd. multipurpose Bucket	Pittman Tractor Co., Inc.		Secondary
or equal	Tittinan Tractor co., mc.	\$1,575.00	Secondary
Cat 966K Front End Loader or equal	Pittman Tractor Co., Inc.	\$2,450.00	Prime
·	Thompson Tractor Co., Inc.		Secondary
Caterpillar 963D Track Loader with	Thompson Tractor Co., Inc.	\$3,700.00	Prime
multipurpose bucket or equal			
Bobcat T870 Track Loader w/high capacity	Thompson Tractor Co., Inc.	\$2,030.00	Prime
Hydraulic Pump with attachments or equal			
Cat 336E Excavator w/Thumb and A/C	*Coastal Machinery Co., Inc.	\$2,910.00	Prime
or equal	Pittman Tractor Co., Inc.	\$3,500.00	Secondary
Cat 329E Excavator w/Thumb and A/C	Pittman Tractor Co., Inc.	\$3,400.00	Prime
or equal	Thompson Tractor Co., Inc.		Secondary
Cat 324E Excavator w/Thumb and A/C	*Coastal Machinery Co., Inc.	\$2,378.00	Prime
or equal	*Thompson Tractor Co., Inc.		Secondary
Cat 318 Rubber Tire Excavator or equal	Pittman Tractor Co., Inc.	\$3,150.00	Prime
·	Thompson Tractor Co., Inc.		Secondary
XL4100 Gradall or equal	Pittman Tractor Co., Inc.	\$4,600.00	Prime
Cat 329 Long Reach Excavator with A/C	Pittman Tractor Co., Inc.	\$4,000.00	
or equal 60 ft. reach	Thompson Tractor Co., Inc.	\$7,530.00	Secondary

COMPETITIVE BID #WG21-11 AW			
PROVISION OF RENTAL EQUIPME		Y RATE	
Effective Date: 02/02/2021 through	1 02/02/2022		
QUIPMENT	BIDDER	AMOUNT BID - W	EEKLY RAT
Cat 349 Excavator Loader with multipurpose	Thompson Tractor Co., Inc.	\$11,420.00	Prime
oucket or equal			
Ditch Cleaning Bucket (for Excavator)	Pittman Tractor Co., Inc.	\$350.00	Prime
Cat 12M Motor Grader or equal	Pittman Tractor Co., Inc.	\$3,450.00	Prime
	Thompson Tractor Co., Inc.		Secondary
Cat 12M Motor Grader with Front	Pittman Tractor Co., Inc.	\$3,650.00	Prime
Blade or equal			
CAT 140M Motor Grader or equal	Pittman Tractor Co., Inc.	\$3,550.00	Prime
	Thompson Tractor Co., Inc.	\$4,700.00	Secondary
CAT 140M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc.	\$4,250.00	Prime
blade of equal			
Cat D6K LGP Dozer with Straight Blade or equal	Pittman Tractor Co., Inc.	\$2,650.00	Prime
Cat D6K LGP Dozer with Tilt Blade or equal	Pittman Tractor Co., Inc.	\$3,650.00	Prime
	Thompson Tractor Co., Inc.		Secondary
Cat D6 LGP Dozer or equal with Straight	Pittman Tractor Co., Inc.	\$3,250.00	Prime
Blade, Cab and A/C, Auto Reversing Fan			
Cat 416E Back Hoe or equal	Pittman Tractor Co., Inc.	\$980.00	
	Thompson Tractor Co., Inc.	\$1,277.00	Secondary

COMPETITIVE BID #WG21-11 AW		ATE	
PROVISION OF RENTAL EQUIPMENT - DELIVERED WEEKLY RAT Effective Date: 02/02/2021 through 02/02/2022		AAIE	
EQUIPMENT	RIDDER	AMOUNT BID - W	EEVLV DATE
Cat 623H - 18 to 23 cu. yd. capacity	BIDDER	No Bio	
or equal		NO DIC	•
4			
Pull behind Tractor Scraper	Pittman Tractor Co., Inc.	\$2,850.00	Prime
6 cu. yd. capacity or equal			
4 - 6 Ton Steel Wheel Roller w/compaction	*Coastal Machinery Co., Inc.	\$1,320.00	Prime
width of 66 in. or equal	Pittman Tractor Co., Inc.	\$1,390.00	Secondary
8-10 Ton Steel Wheel Roller w/compaction	Thompson Tractor Co., Inc.	\$1,870.00	Prime
width of 84 in. or equal	Pittman Tractor Co., Inc.	\$2,750.00	Secondary
9-12 Ton Rubber Tire Roller	Pittman Tractor Co., Inc.	\$2,150.00	Prime
Cat CP 44 Sheepfoot Roller	Pittman Tractor Co., Inc.	\$1,450.00	Prime
w/blade or equal	Thompson Tractor Co., Inc.	\$1,640.00	Secondary
Cat CP 74 Sheepfoot Roller or equal	Pittman Tractor Co., Inc.	\$1,550.00	Prime
One Ton Small Steel Wheel Roller	Pittman Tractor Co., Inc.	\$675.00	Prime
	Thompson Tractor Co., Inc.	-	Secondary
Minimum 114 HP Kubota Farm Type Tractor	Coblentz Equipment & Parts Co., Inc.	\$625.00	Prime
or equal	Kingline Equipment	\$650.00	Secondary
4 Wheel Drive Boom Mower w/Tractor w/6ft. Mower Deck 23 ft. boom reach	Coblentz Equipment & Parts Co., Inc.	\$2,750.00	Prime

COMPETITIVE BID #WG21-11 AV PROVISION OF RENTAL EQUIPI		V PATE	
Effective Date: 02/02/2021 throu		TRAIL	
EQUIPMENT	BIDDER	AMOUNT BID - W	EEKLY RAT
Cat 262C Skid Steer Loader (Hi-Flo)	Thompson Tractor Co., Inc.	\$1,250.00	Prime
73hp or equal, Rubber Tracks	*Coastal Machinery Co., Inc.	\$1,447.00	Secondary
Cat 226B Skid Steer Loader 59 hp	Thompson Tractor Co., Inc.	\$1,056.00	Prime
or equal	*Coastal Machinery Co., Inc.	\$1,192.00	Secondary
Auger 8" - 36" bits for Skid Steer Loader	Thompson Tractor Co., Inc.	\$724.00	Prime
Angle Broom for Skid Steer Loader	Thompson Tractor Co., Inc.	\$724.00	Prime
Cold Planner for Skid Steer Loader	Thompson Tractor Co., Inc.	\$1,055.00	Prime
Forks for Skid Steer Loader	Thompson Tractor Co., Inc.	\$405.00	Prime
Hydraulic Hammer for Ski Steer Loader	Thompson Tractor Co., Inc.	\$825.00	Prime
Tracks for Skid Steer Loader		No Bio	3
Brush Cutter for Skid Steer Loader	Pittman Tractor Co., Inc. Thompson Tractor Co., Inc.	\$695.00 \$1.086.00	Prime Secondary
	mompson fractor co., mc.	\$1,000.00	Secondary
Rotary Cutter for Skid Steer Loader	Thompson Tractor Co., Inc.	\$1,422.00	Prime

COMPETITIVE BID #WG21-11 AW PROVISION OF RENTAL EQUIPM		ΥRATE
Effective Date: 02/02/2021 throug	ITRAIL	
<u> </u>		
EQUIPMENT	BIDDER	AMOUNT BID - WEEKLY RATE
Portable Screening Plant		No Bid
Model 271 or equal		
Milling Machine		No Bid
Writgen 2000 or equivalent with operators		
Mauldin 1750-C Asphalt Spreader or equal	Pittman Tractor Co., Inc.	\$6,000.00 Prime
Cat AP600D Asphalt Spreader or equal		No Bid
Cat AP1000D Asphalt Spreader or equal		No Bid
25 Cubic Yard Rear Loader Garbage Truck		No Bid
or equal		
13 Cubic Yard Rear Loader Garbage Truck or equal		No Bid
25 Cubic Yard Rear Loader Garbage Truck		No Bid
or equal		
NOTE: The presence of a "*" indicates that an "o	w on up!!! it one was hid	

COMPETITIVE BID #WG21-11 AV	VARD LISTING		
	MENT - DELIVERED MONTHLY RATE		
Effective Date: 02/02/2021 through	gh 02/02/2022		
EQUIPMENT	BIDDER	AMOUNT BID - MO	ONTHI V RATE
24011 1112111	JIDDEN	AMOUNT DID IN	I I I I I I I I I I I I I I I I I I I
6" Diesel Hydraulic Pump	Hydra Service, Inc.	\$4,925.00	Prime
w/100ft.suction hose&200ft.			
discharge hose			
2 in. Electric Submerge Pump	Hydra Service, Inc.	\$860.00	Prime
w/200 ft. hose			
Mud Pump	Hydra Service, Inc.	\$860.00	Prime
12 ft. Wood Grinder w/ Operator	Pittman Tractor Co., Inc.	\$55,000.00	Prime
Powered by Diesel, Minimum Reach 27'	, , , , , , , , , , , , , , , , , , , ,	700,000	
w/Capabilities of lifting 5000 lbs.			
Tub Grinder		No Bio	<u> </u> :
List various sizes available w/price			
Tub Grinder		No Bio	d
List various sizes available w/price			
Tub Grinder		No Bio	3
List various sizes available w/price			
Bandit Model 1890 Wood Chipper	Pittman Tractor Co., Inc.	\$8,500.00	Prime
or equal			
Curtain Burner 30ft.	Pittman Tractor Co., Inc.	\$3,850.00	Prime

COMPETITIVE BID #WG21-11 AW	ARD LISTING		
PROVISION OF RENTAL EQUIPMENT - DELIVERED MONTHLY F			
Effective Date: 02/02/2021 throug	h 02/02/2022		
EQUIPMENT	BIDDER	AMOUNT BID - MO	NTHLY RATE
3500 Watt Honda Generator		No Bio	
or equal			
CAT XQ175 Emergency Standby Generator	Thompson Tractor Co., Inc.	\$3,631.00	Prime
or equal			
Diesel Powered Light Plants	Thompson Tractor Co., Inc.	\$678.00	Prime
w/four 1000 watt Metal Halide Flood Lights			
285 CFM Diesel Powered Air	Thompson Tractor Co., Inc.	\$1,565.00	Prime
Compressor w/100 ft. of 1 in. air			
hoses or equal			
Gas Powered Portable Welding	Thompson Tractor Co., Inc.	\$700.00	Prime
Machine - Medium Duty			
40 ft. Towable Bucket Lift	Thompson Tractor Co., Inc.	\$1,670.00	Prime
Toyota Model 7FGU25 Forklift	Thompson Tractor Co., Inc.	\$1,450.00	Prime
or equal			
32' Scissor Lift	Thompson Tractor Co., Inc.	\$1,140.00	Prime
Trencher - 4" SKST Attachment	Thompson Tractor Co., Inc.	\$995.00	Prime
List various sizes available w/price			
Trencher - 4" Walk Behind	Thompson Tractor Co., Inc.	\$1,195.00	Prime
List various sizes available w/price			
Trencher - 4" Ride on	Thompson Tractor Co., Inc.	\$1,976.00	Prime
List various sizes available w/price			

COMPETITIVE BID #WG21-11 AW	IARD LISTING		
	ENT - DELIVERED MONTHLY RATE		
Effective Date: 02/02/2021 throug			
Ellective Date: 02/02/2021 till oug			
EQUIPMENT	BIDDER	AMOUNT BID - MO	ONTHLY RATE
Horizontal Directional Boring Machine		No Bio	
List various sizes available w/price			
Horizontal Directional Boring Machine		No Bio	1
List various sizes available w/price		NO BIG	
and various sizes available wyprioc			
Horizontal Directional Boring Machine		No Bio	1
List various sizes available w/price		INO BIC	
List various sizes available w/price			
Diesel Powered Knuckle Boom Truck-8'	Thompson Tractor Co., Inc.	\$23,250.00	Prime
Long 24 CU Yard with Barn Door Tailgate	Thompson tractor co., inc.	723,230.00	Time
Boom Rotation 280 dg by Hydraulic Motor			
200			
Mack Tri-Axle 21 Yard Dump Truck	Pittman Tractor Co., Inc.	\$8,750.00	Prime
or equal			
Freightliner Single Axle 8 Yard Dump	Pittman Tractor Co., Inc.	\$9,100.00	Prime
Truck or equal			
Mack Tandum Axle 14 Yard Dump	Pittman Tractor Co., Inc.	\$8,750.00	Prime
Truck or equal			
Volvo A25D- 25 ton 6x6 Articulated	Pittman Tractor Co., Inc.	\$8,200.00	
Off Road Truck or equal	Thompson Tractor Co., Inc.	\$12,240.00	Secondary
Freightliner M2 106 with 10ft Dump Body		No Bio	1
or equal		INO BIC	4
938K Rubber Tire Loader w/4 way Bucket	*Coastal Machinery Co., Inc. (Doosan DL200)	\$4,325.00	Prime
w/2.5 cu. yd. multipurpose Bucket	Pittman Tractor Co., Inc.	\$4,700.00	Secondary
or equal			
Cat 966K Front End Loader or equal	Pittman Tractor Co., Inc.	\$4,950.00	Prime
	Thompson Tractor Co., Inc.	\$10,860.00	
			_

COMPETITIVE BID #WG21-11 AWA	ARD LISTING			
PROVISION OF RENTAL EQUIPME	NT - DELIVERED MONTHLY RATE			
Effective Date: 02/02/2021 through	02/02/2022			
EQUIPMENT	BIDDER	AMOUNT BID - MO	ONTHLY RATE	
Caterpillar 963D Track Loader with	Thompson Tractor Co., Inc.	\$8,300.00	Prime	
multipurpose bucket or equal				
Bobcat T870 Track Loader w/high capacity	Thompson Tractor Co., Inc.	\$3,930.00	Prime	
Hydraulic Pump with attachments or equal				
Cat 336E Excavator w/Thumb and A/C	*Coastal Machinery Co., Inc. (Doosan DX350)	\$8,200.00	Prime	
or equal	Pittman Tractor Co., Inc.		Secondary	
Cat 329E Excavator w/Thumb and A/C	Pittman Tractor Co., Inc.	\$8,250.00	Prime	
or equal	Thompson Tractor Co., Inc.	\$12,960.00		
Cat 324E Excavator w/Thumb and A/C	*Coastal Machinery Co., Inc. (Doosan DX225)	\$4,525.00	Prime	
or equal	*Thompson Tractor Co., Inc. (CAT 320)		Secondary	
Cat 318 Rubber Tire Excavator or equal	Pittman Tractor Co., Inc.	\$8,850.00	Prime	
	Thompson Tractor Co., Inc.	\$10,500.00		
XL4100 Gradall or equal	Pittman Tractor Co., Inc.	\$10,300.00	Prime	
Cat 329 Long Reach Excavator with A/C	Pittman Tractor Co., Inc.	\$10,450.00	Prime	
or equal 60 ft. reach	Thompson Tractor Co., Inc.	\$17,930.00		
Cat 349 Excavator Loader with multipurpose bucket or equal	Thompson Tractor Co., Inc.	\$22,490.00	Prime	
Ditch Cleaning Bucket (for Excavator)	Pittman Tractor Co., Inc.	\$950.00	Prime	
Cat 12M Motor Grader or equal	Pittman Tractor Co., Inc.	\$8,450.00	Prime	
	Thompson Tractor Co., Inc.	\$11,070.00	Secondary	

COMPETITIVE BID #WG21-11 AW				
	ENT - DELIVERED MONTHLY RATE			
Effective Date: 02/02/2021 through	n U2/U2/2U22			
EQUIPMENT	BIDDER	AMOUNT BID - MONTHLY RAT		
Cat 12M Motor Grader with Front	Pittman Tractor Co., Inc.	\$8,450.00	Prime	
Blade or equal				
CAT 140M Motor Grader or equal	Pittman Tractor Co., Inc.	\$9,450.00	Prime	
	Thompson Tractor Co., Inc.	\$11,070.00	Secondary	
CAT 140M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc.	\$9,950.00	Prime	
Cat D6K LGP Dozer with Straight Blade or equal	Pittman Tractor Co., Inc.	\$6,950.00	Prime	
Cat D6K LGP Dozer with Tilt Blade or equal	Pittman Tractor Co., Inc.	\$6,950.00		
	Thompson Tractor Co., Inc.	\$9,140.00	Secondary	
Cat D6 LGP Dozer or equal with Straight	Pittman Tractor Co., Inc.	\$6,250.00	Prime	
Blade, Cab and A/C, Auto Reversing Fan				
Cat 416E Back Hoe or equal	Pittman Tractor Co., Inc.	\$1,725.00	Prime	
	Thompson Tractor Co., Inc.	\$2,410.00	Secondary	
Cat 623H - 18 to 23 cu. yd. capacity or equal		No Bio	1	
Pull behind Tractor Scraper 6 cu. yd. capacity or equal	Pittman Tractor Co., Inc.	\$6,000.00	Prime	
o ca. ya. capacity or equal				
4 - 6 Ton Steel Wheel Roller w/compaction	Thompson Tractor Co., Inc.	\$3,250.00		
width of 66 in. or equal	*Coastal Machinery Co., Inc. (Sakai SU400)	\$3,275.00	Secondary	
8-10 Ton Steel Wheel Roller w/compaction	Thompson Tractor Co., Inc.	\$3,965.00	Prime	
width of 84 in. or equal	Pittman Tractor Co., Inc.	\$6,490.00	Secondary	

COMPETITIVE BID #WG21-11 AW/ PROVISION OF RENTAL EQUIPME	ENT - DELIVERED MONTHLY RATE				
Effective Date: 02/02/2021 through					
EQUIPMENT	BIDDER	AMOUNT BID - MONTHLY RAT			
9-12 Ton Rubber Tire Roller	Pittman Tractor Co., Inc.	\$4,650.00			
Cat CP 44 Sheepfoot Roller	Pittman Tractor Co., Inc.	\$3,200.00	Prime		
w/blade or equal	Thompson Tractor Co., Inc.		Secondary		
Cat CP 74 Sheepfoot Roller or equal	Pittman Tractor Co., Inc.	\$3,240.00	Prime		
One Ton Small Steel Wheel Roller	Pittman Tractor Co., Inc.	\$1,295.00	Drime		
one for small steel wheel koller	Thompson Tractor Co., Inc.		Secondary		
		75/101100	,		
Minimum 114 HP Kubota Farm Type Tractor	Coblentz Equipment & Parts Co., Inc.	\$2,100.00	Prime		
or equal	Kingline Equipment		Secondary		
4 Wheel Drive Boom Mower w/Tractor	Coblentz Equipment & Parts Co., Inc.	\$6,250.00	Prime		
w/6ft. Mower Deck 23 ft. boom reach					
Cat 262C Skid Steer Loader (Hi-Flo)	Thompson Tractor Co., Inc.	\$2,090.00	Prime		
73hp or equal, Rubber Tracks	*Coastal Machinery Co., Inc. (Kubota SUL95)	• • • • • • • • • • • • • • • • • • • •	Secondary		
Cat 226B Skid Steer Loader 59 hp	Thompson Tractor Co., Inc.	\$1,650.00	Prime		
or equal	*Coastal Machinery Co., Inc. (Kubota SUL75)	\$2,127.00	Secondary		
Auger 8" - 36" bits for Skid Steer	The groupe of Type the group Line	¢1 205 00	Duine		
Loader	Thompson Tractor Co., Inc.	\$1,265.00	Prime		
Angle Broom for Skid Steer	Thompson Tractor Co., Inc.	\$1,265.00	Prime		
oader					
Cold Planner for Skid Steer Loader	Thompson Tractor Co., Inc.	\$2,030.00	Prime		

COMPETITIVE BID #WG21-11 AW	ARD LISTING		
PROVISION OF RENTAL EQUIPM Effective Date: 02/02/2021 throug	ENT - DELIVERED MONTHLY RATE		
Lifective Date. 02/02/2021 tilloug	11 02/02/2022		
QUIPMENT	BIDDER	AMOUNT BID - MO	NTHLY RATI
Forks for Skid Steer Loader	Thompson Tractor Co., Inc.	\$536.00	
Hydraulic Hammer for Ski Steer Loader	Thompson Tractor Co., Inc.	\$1,410.00	Prime
Tracks for Skid Steer Loader		No Bid	
Brush Cutter for Skid Steer Loader	Pittman Tractor Co., Inc. Thompson Tractor Co., Inc.	\$1,250.00 \$1,958.00	Prime Secondary
Rotary Cutter for Skid Steer Loader	Thompson Tractor Co., Inc.	\$2,787.00	Prime
Portable Screening Plant Model 271 or equal		No Bid	
Milling Machine Writgen 2000 or equivalent with operators		No Bid	
Mauldin 1750-C Asphalt Spreader or equal	Pittman Tractor Co., Inc.	\$11,500.00	Prime
Cat AP600D Asphalt Spreader or equal		No Bid	
Cat AP1000D Asphalt Spreader or equal		No Bid	
25 Cubic Yard Rear Loader Garbage Truck or equal	Big Truck Rental, LLC	\$9,000.00	Prime

COMPETITIVE BID #WG21-11 AW PROVISION OF RENTAL EQUIPM	ARD LISTING ENT - DELIVERED MONTHLY RATE				
Effective Date: 02/02/2021 throug					
EQUIPMENT	BIDDER	AMOUNT BID - MONTHLY RA			
13 Cubic Yard Rear Loader Garbage Truck		No Bio	t		
or equal					
25 Cubic Yard Rear Loader Garbage Truck	Big Truck Rental, LLC	\$10,400.00	Prime		
or equal					
NOTE: The presence of a "*" indicates that an "o	r equal" item was bid.				

EQUIPMENT	RENTAL PERIOD	BIDDERS								
		Big Truck Rental, LLC	Hydra Service, Inc.	Kingline Equipment, Inc.	Pittman Tractor Company, Inc.	Thompson Tractor Co., Inc.	Coblentz Equipment & Parts Co., Inc.	Robertsdale Rent All, Inc.	Coastal Machinery Company, Inc.	
6" Diesel Hydraulic Pump	Daily	No Bid	\$525.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
w/100ft.suction hose&200ft.	Weekly	No Bid	\$1,575.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
discharge hose	Monthly	No Bid	\$4,725.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
2 in. Electric Submerge Pump	Daily	No Bid			No Bid	No Bid	No Bid	\$35.00	No Bid	
w/200 ft. hose	Weekly	No Bid	\$270.00		No Bid	No Bid	No Bid	\$175.00	No Bid	
	Monthly	No Bid	\$810.00	No Bid	No Bid	No Bid	No Bid	\$250.00	No Bid	
Mud Pump	Daily	No Bid	\$90.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
	Weekly	No Bid	\$270.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	\$810.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
12 ft. Wood Grinder w/ Operator	Daily	No Bid	No Bid	No Bid	\$6,000.00	No Bid	No Bid	No Bid	No Bid	
Powered by Diesel, Minimum Reach 27'	Weekly	No Bid	No Bid	No Bid	\$18,000.00	No Bid	No Bid	No Bid	No Bid	
w/Capabilities of lifting 5000 lbs.	Monthly	No Bid	No Bid	No Bid	\$54,000.00	No Bid	No Bid	No Bid	No Bid	
Tub Grinder	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Tub Grinder	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Tub Grinder	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Bandit Model 1890 Wood Chipper	Daily	No Bid	No Bid	No Bid	\$1,050.00	No Bid	No Bid	No Bid	No Bid	
or equal	Weekly	No Bid	No Bid	No Bid	\$2,995.00	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$8,500.00	No Bid	No Bid	No Bid	No Bid	
Curtain Burner 30ft.	Daily	No Bid	No Bid	No Bid	\$645.00	No Bid	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid	No Bid	\$1,725.00	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$3,650.00	No Bid	No Bid	No Bid	No Bid	
3500 Watt Honda Generator	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$45.00	No Bid	
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$180.00	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$465.00	No Bid	
CAT XQ175 Emergency Standby Generator	Daily	No Bid	No Bid	No Bid	No Bid	\$359.00	No Bid	No Bid	No Bid	
or equal	Weekly	No Bid			No Bid	\$1,077.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$3,231.00	No Bid	No Bid	No Bid	
Diesel Powered Light Plants	Daily	No Bid	No Bid	No Bid	No Bid	\$150.00	No Bid	No Bid	No Bid	
w/four 1000 watt Metal Halide	Weekly	No Bid	No Bid	No Bid	No Bid	\$310.00	No Bid	No Bid	No Bid	
Flood Lights	Monthly	No Bid	No Bid	No Bid	No Bid	\$528.00	No Bid	No Bid	No Bid	
				1						

EQUIPMENT	RENTAL PERIOD	BIDDERS								
		Big Truck Rental,	Hydra Service, Inc.	Kingline Equipment,	Pittman Tractor	Thompson Tractor	Coblentz Equipment	Robertsdale	Coastal Machinery	
		LLC		Inc.	Company, Inc.	Co., Inc.	& Parts Co., Inc.	Rent All, Inc.	Company, Inc.	
285 CFM Diesel Powered Air	Daily	No Bid	No Bid	No Bid	No Bid	\$248.00	No Bid	No Bid	No Bid	
Compressor w/100 ft. of 1 in. air	Weekly	No Bid			No Bid	\$545.00	No Bid	No Bid	No Bid	
hoses or equal	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,365.00	No Bid	No Bid	No Bid	
Gas Powered Portable Welding	Daily	No Bid		1	No Bid	\$100.00	No Bid	No Bid	No Bid	
Machine - Medium Duty	Weekly	No Bid	No Bid		No Bid	\$260.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$500.00	No Bid	No Bid	No Bid	
40 ft. Towable Bucket Lift	Daily	No Bid	No Bid		No Bid	\$220.00	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid		No Bid	\$520.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,470.00	No Bid	No Bid	No Bid	
Toyota Model 7FGU25 Forklift	Daily	No Bid	No Bid	No Bid	No Bid	\$245.00	No Bid	No Bid	No Bid	
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	\$630.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,200.00	No Bid	No Bid	No Bid	
32' Scissor Lift	Daily	No Bid	No Bid	No Bid	No Bid	\$173.00	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid	No Bid	No Bid	\$347.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$890.00	No Bid	No Bid	No Bid	
Trencher	Daily	No Bid	No Bid	No Bid	No Bid	4" SKST Attachment \$147.00	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid		No Bid	\$394.00	No Bid	No Bid	No Bid	
List various sizes available w/price	Monthly	No Bid	No Bid	1	No Bid	\$765.00	No Bid	No Bid	No Bid	
	Worlding	NO DIU	INO BIG	NO DIG	NO DIG	4" Ride On	NO DIU	NO DIU	NO DIU	
Trencher	Daily	No Bid	No Bid	No Bid	No Bid	\$340.00	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid	No Bid	No Bid	\$840.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,726.00	No Bid	No Bid	No Bid	
						4" Walk Behind		4" Walk Behind		
Trencher	Daily	No Bid	No Bid	1	No Bid	\$193.00	No Bid	\$175.00	No Bid	
List various sizes available w/price	Weekly	No Bid			No Bid	\$495.00	No Bid	\$655.00	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$995.00	No Bid	\$1,580.00 3" Walk Behind	No Bid	
Trencher	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$175.00	No Bid	
List various sizes available w/price	Weekly	No Bid		1	No Bid	No Bid	No Bid	\$655.00	No Bid	
List various sizes available w/price	Monthly	No Bid			No Bid	No Bid	No Bid	\$1,580.00	No Bid	
	Monany	110 Bid	140 Bid	110 Bid	110 Bid	110 Blu	110 Bid	2" Walk Behind	110 Did	
Trencher	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$125.00	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$490.00	No Bid	
	Monthly	No Bid	No Bid		No Bid	No Bid	No Bid	\$1,200.00	No Bid	
Horizontal Directional Boring Machine	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid		1	No Bid	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	
Horizontal Directional Boring Machine	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid	1	No Bid	No Bid	No Bid	No Bid	No Bid	
List ranges sizes available wiphos	Monthly	No Bid		1	No Bid	No Bid	No Bid	No Bid	No Bid	

EQUIPMENT	RENTAL PERIOD	BIDDERS							
	1 LIGO	Big Truck Rental,	Hydra Service, Inc.	Kingline Equipment,	Pittman Tractor	Thompson Tractor	Coblentz Equipment	Robertsdale	Coastal Machinery
		LLC	,	Inc.	Company, Inc.	Co., Inc.	& Parts Co., Inc.	Rent All, Inc.	Company, Inc.
Horizontal Directional Boring Machine	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
List various sizes available w/price	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Diesel Powered Knuckle Boom Truck-8'	Daily	No Bid	No Bid	No Bid	\$2,500.00	No Bid	No Bid	No Bid	No Bid
Long 24 CU Yard with Barn Door Tailgate	Weekly	No Bid	No Bid	No Bid	\$7,500.00	No Bid	No Bid	No Bid	No Bid
Boom Rotation 280 dg by Hydraulic Motor	Monthly	No Bid	No Bid	No Bid	\$23,000.00	No Bid	No Bid	No Bid	No Bid
Mack Tri-Axle 21 Yard Dump Truck	Daily	No Bid	No Bid	No Bid	\$1,750.00	No Bid	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	\$2,995.00	No Bid	No Bid	No Bid	No Bid
•	Monthly	No Bid	No Bid	No Bid	\$8,500.00	No Bid	No Bid	No Bid	No Bid
						6 Yard Dump Truck			
Freightliner Single Axle 8 Yard Dump	Daily	No Bid	No Bid	No Bid	\$1,000.00	\$340.00	No Bid	No Bid	No Bio
Truck or equal	Weekly	No Bid	No Bid	No Bid	\$3,000.00	\$790.00	No Bid	No Bid	No Bid
·	Monthly	No Bid	No Bid	No Bid	\$9,000.00	\$1,745.00	No Bid	No Bid	No Bid
Mack Tandum Axle 14 Yard Dump	Daily	No Bid	No Bid	No Bid	\$1,495.00	No Bid	No Bid	No Bid	No Bid
Truck or equal	Weekly	No Bid	No Bid	No Bid	\$3,400.00	No Bid	No Bid	No Bid	No Bio
	Monthly	No Bid	No Bid	No Bid	\$8,200.00	No Bid	No Bid	No Bid	No Bid
Volvo A25D- 25 ton 6x6 Articulated	Daily	No Bid	No Bid	No Bid	\$1,495.00	\$1,590.00	No Bid	No Bid	No Bid
Off Road Truck or equal	Weekly	No Bid	No Bid	No Bid	\$3,300.00	\$4,130.00	No Bid	No Bid	No Bid
•	Monthly	No Bid	No Bid	No Bid	\$7,900.00	\$11,240.00	No Bid	No Bid	No Bid
Freightliner M2 106 with 10ft Dump Body	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
'	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
									Doosan DL200
938K Rubber Tire Loader w/4 way Bucket	Daily	No Bid	No Bid	No Bid	\$625.00	\$990.00	No Bid	No Bid	\$488.00
w/2.5 cu. yd. multipurpose Bucket	Weekly	No Bid	No Bid	No Bid	\$1,475.00	\$2,570.00	No Bid	No Bid	\$1,420.00
or equal	Monthly	No Bid	No Bid	No Bid	\$4,400.00	\$7,000.00	No Bid	No Bid	\$3,825.00
Cat 966K Front End Loader or equal	Daily	No Bid	No Bid	No Bid	\$839.00	\$1,390.00	No Bid	No Bid	No Bid
·	Weekly	No Bid	No Bid	No Bid	\$1,450.00	\$3,620.00	No Bid	No Bid	No Bio
	Monthly	No Bid	No Bid	No Bid	\$4,600.00	\$9,860.00	No Bid	No Bid	No Bid
Caterpillar 963D Track Loader with	Daily	No Bid	No Bid	No Bid	No Bid	\$990.00	No Bid	No Bid	No Bid
multipurpose bucket or equal	Weekly	No Bid	No Bid	No Bid	No Bid	\$3.200.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	\$7,800.00	No Bid	No Bid	No Bid
Bobcat T870 Track Loader w/high capacity	Daily	No Bid	No Bid	No Bid	No Bid	\$525.00	No Bid	No Bid	No Bid
Hydraulic Pump with attachments or equal	Weekly	No Bid	No Bid	No Bid	No Bid	\$1,700.00	No Bid	No Bid	No Bid
,	Monthly	No Bid	No Bid	No Bid	No Bid	\$3,600.00	No Bid	No Bid	No Bid
									Doosan DX350
Cat 336E Excavator w/Thumb and A/C	Daily	No Bid	No Bid	No Bid	\$1,200.00	\$1,940.00	No Bid	No Bid	\$722.00
or equal	Weekly	No Bid	No Bid	No Bid	\$3,400.00	\$5,060.00	No Bid	No Bid	\$2,210.00
	Monthly	No Bid	No Bid	No Bid	\$7,900.00	\$13,780.00	No Bid	No Bid	\$7,500.00

EQUIPMENT	RENTAL PERIOD				BIDD	ERS			
		Big Truck Rental,	Hydra Service, Inc.	Kingline Equipment,	Pittman Tractor	Thompson Tractor	Coblentz Equipment	Robertsdale	Coastal Machinery
		LLC		Inc.	Company, Inc.	Co., Inc.	& Parts Co., Inc.	Rent All, Inc.	Company, Inc.
Cat 329E Excavator w/Thumb and A/C	Daily	No Bid	No Bid	No Bid	\$1,050.00	\$1,630.00	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	\$2,300.00	\$4,240.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$6,750.00	\$11,560.00	No Bid	No Bid	No Bid
						CAT 320			Doosan DX225
Cat 324E Excavator w/Thumb and A/C	Daily	No Bid	No Bid	No Bid	\$850.00	\$806.00	No Bid	No Bid	\$552.00
or equal	Weekly	No Bid	No Bid	No Bid	\$2,050.00	\$2,200.00	No Bid	No Bid	\$1,678.00
•	Monthly	No Bid	No Bid	No Bid	\$5,990.00	\$5,970.00	No Bid	No Bid	\$3,825.00
Cat 318 Rubber Tire Excavator or equal	Daily	No Bid	No Bid	No Bid	\$1,050.00	\$1,350.00	No Bid	No Bid	No Bid
out one readder the Executator of equal	Weekly	No Bid	No Bid		\$2,900.00	\$3,500.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid		\$8,600.00	\$9,500.00	No Bid	No Bid	No Bid
XL4100 Gradall or equal	Daily	No Bid	No Bid		\$1,505.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid		\$4,300.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$9,900.00	No Bid	No Bid	No Bid	No Bid
Cat 329 Long Reach Excavator with A/C	Daily	No Bid	No Bid	No Bid	\$1,495.00	\$2,320.00	No Bid	No Bid	No Bid
or equal 60 ft. reach	Weekly	No Bid	No Bid	No Bid	\$3,500.00	\$6,030.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid		\$9,950.00	\$16,430.00	No Bid	No Bid	No Bid
Cat 349 Excavator Loader with multipurpose	Daily	No Bid	No Bid	No Bid	*\$150.00	\$2,470.00	No Bid	No Bid	No Bid
bucket or equal	Weekly	No Bid	No Bid		*\$450.00	\$6,420.00	No Bid	No Bid	No Bid
bucket of equal	Monthly	No Bid	No Bid		*\$750.00	\$17,490.00	No Bid	No Bid	No Bid
Ditch Cleaning Bucket (for Excavator)	Daily	No Bid	No Bid		\$150.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	\$450.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$750.00	No Bid	No Bid	No Bid	No Bid
Cat 12M Motor Grader or equal	Daily	No Bid	No Bid	No Bid	\$1,050.00	\$1.420.00	No Bid	No Bid	No Bid
out 12M Motor Grader of equal	Weekly	No Bid	No Bid		\$2,950.00	\$3,700.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid		\$7,950.00	\$10,070.00	No Bid	No Bid	No Bid
0.140MM.4	Delle	N. Did	N. Did	N. Did	#4.005.00	N. Did	N. Did	N. Did	N. Did
Cat 12M Motor Grader with Front	Daily	No Bid	No Bid		\$1,295.00	No Bid	No Bid	No Bid	No Bid
Blade or equal	Weekly Monthly	No Bid No Bid	No Bid No Bid	I L	\$3,350.00 \$8,150.00	No Bid No Bid	No Bid No Bid	No Bid No Bid	No Bid No Bid
	WOTHIN	INO DIU	INO DIU	INO DIU	\$6,150.00	INO DIQ	INO BIU	INO DIQ	INO DIU
CAT 140M Motor Grader or equal	Daily	No Bid	No Bid	No Bid	\$1,050.00	\$1,420.00	No Bid	No Bid	No Bid
•	Weekly	No Bid	No Bid	No Bid	\$3,050.00	\$3,700.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid		\$8,950.00	\$10,070.00	No Bid	No Bid	No Bid
CAT 140M Motor Crader with Front	Doily	No Dia	No Di-J	No Did	¢4 00E 00	No Did	No Dia	No Di-l	No Did
CAT 140M Motor Grader with Front	Daily	No Bid No Bid	No Bid No Bid		\$1,295.00 \$3,350.00	No Bid No Bid	No Bid No Bid	No Bid No Bid	No Bid No Bid
Blade or equal	Weekly Monthly	No Bid	No Bid		\$3,350.00	No Bid	No Bid	No Bid	No Bid
	wioniny	140 Did	140 Did	140 Did	ψο, 100.00	140 Did	140 Did	140 Did	140 Did
Cat D6K LGP Dozer or equal with Straight Blade	Daily	No Bid	No Bid	No Bid	\$850.00	No Bid	No Bid	No Bid	No Bid
•	Weekly	No Bid	No Bid	No Bid	\$2,250.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$5,850.00	No Bid	No Bid	No Bid	No Bid

EQUIPMENT	RENTAL PERIOD	BIDDERS							
		Big Truck Rental,	Hydra Service, Inc.	Kingline Equipment,	Pittman Tractor	Thompson Tractor	Coblentz Equipment	Robertsdale	Coastal Machinery
		LLC		Inc.	Company, Inc.	Co., Inc.	& Parts Co., Inc.	Rent All, Inc.	Company, Inc.
Cat D6K LGP Dozer or equal with Tilt Blade	Daily	No Bid	No Bid	No Bid	\$850.00	\$1,090.00	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	\$2,250.00	\$2,840.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$5,850.00	\$7,740.00	No Bid	No Bid	No Bid
Cat D6 LGP Dozer or equal with Straight Blade,	Daily	No Bid	No Bid	No Bid	\$950.00	No Bid	No Bid	No Bid	No Bid
and A/C, Auto Reversing Fan	Weekly	No Bid	No Bid	No Bid	\$2,350.00	No Bid	No Bid	No Bid	No Bid
-	Monthly	No Bid	No Bid	No Bid	\$5,950.00	No Bid	No Bid	No Bid	No Bid
Cat 416E Back Hoe or equal	Daily	No Bid	No Bid	No Bid	\$285.00	\$410.00	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	\$669.00	\$977.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$1,450.00	\$2,110.00	No Bid	No Bid	No Bid
Cat 623H - 18 to 23 cu. yd. capacity	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pull behind Tractor Scraper	Daily	No Bid	No Bid	No Bid	\$850.00	No Bid	No Bid	No Bid	No Bid
6 cu. yd. capacity or equal	Weekly	No Bid	No Bid	No Bid	\$2,050.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$5,200.00	No Bid	No Bid	No Bid	No Bid
4. G. Tan Staal Whael Beller w/sampastian	Daily	No Bid	No Bid	No Bid	\$425.00	\$490.00	No Bid	No Bid	Sakai SU400
4 - 6 Ton Steel Wheel Roller w/compaction width of 66 in. or equal	Daily Weekly	No Bid	No Bid	No Bid	\$425.00 \$950.00	\$1,210.00	No Bid	No Bid	\$318.00 \$1,020.00
with the total and the second	Monthly	No Bid	No Bid	No Bid	\$2,790.00	\$2,950.00	No Bid	No Bid	\$2,975.00
8-10 Ton Steel Wheel Roller w/compaction	Daily	No Bid	No Bid	No Bid	\$525.00	\$600.00	No Bid	No Bid	No Bid
width of 84 in. or equal	Weekly	No Bid	No Bid		\$1,725.00	\$1,470.00	No Bid	No Bid	No Bid
with or 64 m. or equal	Monthly	No Bid	No Bid	No Bid	\$5,450.00	\$3,565.00	No Bid	No Bid	No Bid
9-12 Ton Rubber Tire Roller	Daily	No Bid	No Bid	No Bid	\$625.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid No Bid	No Bid No Bid		\$1,650.00 \$3,950.00	No Bid No Bid	No Bid No Bid	No Bid No Bid	No Bid No Bid
	Monthly	INO DIQ	INO BIU	INO DIQ	\$3,950.00	INO DIU	INO DIQ	INO DIQ	INO DIQ
Cat CP 44 Sheepfoot Roller	Daily	No Bid	No Bid		\$450.00	\$540.00	No Bid	No Bid	No Bid
w/blade or equal	Weekly	No Bid	No Bid	No Bid	\$1,150.00	\$1,310.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$2,950.00	\$3,215.00	No Bid	No Bid	No Bid
Cat CP 74 Sheepfoot Roller or equal	Daily	No Bid	No Bid	No Bid	\$550.00	No Bid	No Bid	No Bid	No Bid
·	Weekly	No Bid	No Bid	No Bid	\$1,290.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$2,950.00	No Bid	No Bid	No Bid	No Bid
One Ton Small Steel Wheel Roller	Daily	No Bid	No Bid	No Bid	\$169.00	\$219.00	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	\$450.00	\$516.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$1,250.00	\$1,467.00	No Bid	No Bid	No Bid
Minimum 114 HP Kubota Farm Type Tractor	Daily	No Bid	No Bid	\$115.00	No Bid	No Bid	\$150.00	\$500.00	No Bid
or equal	Weekly	No Bid	No Bid	\$650.00	No Bid	No Bid	\$700.00	\$1.300.00	No Bid
	Monthly	No Bid	No Bid	\$2,250.00	No Bid	No Bid	\$2,000.00	\$2,500.00	No Bid
	,		.10 2.14	+-,-30.00	1.10 2.10	. 70 2.10	7=,::0:00	Ţ-,- 30.00	. 75 2.14

EQUIPMENT	RENTAL PERIOD				BIDD	ERS			
		Big Truck Rental,	Hydra Service, Inc.		Pittman Tractor	Thompson Tractor	Coblentz Equipment	Robertsdale	Coastal Machinery
		LLC		Inc.	Company, Inc.	Co., Inc.	& Parts Co., Inc.	Rent All, Inc.	Company, Inc.
4 Wheel Drive Boom Mower w/Tractor	Daily	No Bid			No Bid	No Bid	\$750.00	No Bid	No Bid
w/6ft. Mower Deck 23 ft. boom reach	Weekly	No Bid	No Bid		No Bid	No Bid	\$2,500.00	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	\$6,000.00	No Bid	No Bid
									Kubota SUL95
Cat 262C Skid Steer Loader (Hi-Flo)	Daily	No Bid	No Bid		No Bid	\$350.00	No Bid	No Bid	\$361.00
73hp or equal, Rubber Tracks	Weekly	No Bid	No Bid		No Bid	\$920.00	No Bid	No Bid	\$1,147.00
	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,760.00	No Bid	No Bid	\$2,507.00
0.100000011101	5 "	N. B. I		N. D. I	N. Bil	***		N. B. I	Kubota SUL75
Cat 226B Skid Steer Loader 59 hp	Daily	No Bid	No Bid		No Bid	\$264.00	No Bid	No Bid	\$318.00
or equal	Weekly	No Bid			No Bid	\$726.00	No Bid	No Bid	\$892.00
	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,320.00	No Bid	No Bid	\$1,827.00
Auger 8" - 36" bits for Skid Steer	Daily	No Bid	No Bid	No Bid	No Bid	\$147.00	No Bid	\$125.00	No Bid
Loader	Weekly	No Bid	No Bid	No Bid	No Bid	\$394.00	No Bid	\$175.00	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	\$935.00	No Bid	\$275.00	No Bid
		N. D. I	N. B.		N. 5:1	0.1.17.00	N 5:1	N. D. I	N. Bil
Angle Broom for Skid Steer	Daily	No Bid	No Bid		No Bid	\$147.00	No Bid	No Bid	No Bid
Loader	Weekly	No Bid	No Bid		No Bid	\$394.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	\$935.00	No Bid	No Bid	No Bid
Cold Planner for Skid Steer Loader	Daily	No Bid	No Bid	No Bid	No Bid	\$273.00	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid		No Bid	\$725.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,700.00	No Bid	No Bid	No Bid
Forks for Skid Steer Loader	Deily	No Bid	No Bid	No Bid	No Did	\$74.00	No Bid	\$100.00	No Bid
Forks for Skid Steer Loader	Daily Weekly	No Bid	No Bid		No Bid No Bid	\$105.00	No Bid	\$100.00	No Bid
	Monthly	No Bid	No Bid		No Bid	\$236.00	No Bid	\$125.00	No Bid
	Monthly	INO DIU	INO DIU	INO DIU	INO DIU	φ230.00	INO DIU	\$210.00	INO DIU
Hydraulic Hammer for Ski Steer Loader	Daily	No Bid	No Bid	No Bid	No Bid	\$158.00	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	\$525.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,110.00	No Bid	No Bid	No Bid
Tracks for Skid Steer Loader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Tracks for Okid Steer Loader	Weekly	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Worlding	140 Bld	140 Bid	140 Bid	140 Bid	140 Blu	140 Bid	140 Blu	140 Blu
Brush Cutter for Skid Steer Loader	Daily	No Bid	No Bid	No Bid	\$125.00	\$252.00	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	\$450.00	\$756.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid		\$1,050.00	\$1,628.00	No Bid	No Bid	No Bid
Datamy Cutton for Child Ct	Delle	Na Dia	N = DO	Ma Dist	NI= Dist	#440.00	Na Did	Nie Dist	N = Dist
Rotary Cutter for Skid Steer Loader	Daily	No Bid	No Bid		No Bid	\$410.00	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid		No Bid	\$1,092.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	\$2,457.00	No Bid	No Bid	No Bid
Portable Screening Plant	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Model 271 or equal	Weekly	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid
,	Monthly	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid

EQUIPMENT	RENTAL PERIOD				BIDD	ERS			
		Big Truck Rental,	Hydra Service, Inc.	Kingline Equipment,	Pittman Tractor	Thompson Tractor	Coblentz Equipment	Robertsdale	Coastal Machinery
		LLC		Inc.	Company, Inc.	Co., Inc.	& Parts Co., Inc.	Rent All, Inc.	Company, Inc.
Milling Machine	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Writgen 2000 or equivalent with operators	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Mauldin 1750-C Asphalt Spreader	Daily	No Bid	No Bid	No Bid	\$1,900.00	No Bid	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	\$5,500.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$11,000.00	No Bid	No Bid	No Bid	No Bid
Cat AP600D Asphalt Spreader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Cat AP1000D Asphalt Spreader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
25 Cubic Yard Rear Loader Garbage Truck	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	\$7,200.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
13 Cubic Yard Rear Loader Garbage Truck	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
25-33 Cubic Yard Automatic Side Loader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Garbage Truck or equal	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	\$8,600.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Exceptions:

Pittman Tractor Company, Inc. submitted three (3) amounts in error that were therefore not considered for bid award. These items are identified with a "*"

EQUIPMENT	RENTAL PERIOD	BIDDERS								
		Big Truck Rental,	Hydra Service, Inc.	Kingline Equipment,	Pittman Tractor	Thompson Tractor	Coblentz Equipment	Robertsdale	Coastal Machinery	
Oli Dissert Liberta di Disserti	D. II.	LLC	#70F 00	Inc.	Company, Inc.	Co., Inc.	& Parts Co., Inc.	Rent All, Inc.	Company, Inc.	
6" Diesel Hydraulic Pump	Daily	No Bid	\$725.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
w/100ft.suction hose&200ft.	Weekly	No Bid	\$1,775.00		No Bid	No Bid	No Bid	No Bid	No Bid	
discharge hose	Monthly	No Bid	\$4,925.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
2 in. Electric Submerge Pump	Daily	No Bid	\$140.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
w/200 ft. hose	Weekly	No Bid	\$320.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	\$860.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Mud Pump	Daily	No Bid	\$140.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
	Weekly	No Bid	\$320.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	\$860.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
12 ft. Wood Grinder w/ Operator	Daily	No Bid	No Bid	No Bid	\$6,600.00	No Bid	No Bid	No Bid	No Bid	
Powered by Diesel, Minimum Reach 27'	Weekly	No Bid	No Bid	No Bid	\$18,500.00	No Bid	No Bid	No Bid	No Bid	
w/Capabilities of lifting 5000 lbs.	Monthly	No Bid	No Bid	No Bid	\$55,000.00	No Bid	No Bid	No Bid	No Bid	
Tub Grinder	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	
List various sizes available w/price	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Tab Orientes	D . 3.	N. Did	N. Did	N. Did	N. Did	N. Bu	N. Did	N. Bid	N. Did	
Tub Grinder	Daily	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly Monthly	No Bid No Bid	No Bid No Bid	No Bid No Bid	No Bid No Bid	No Bid No Bid	No Bid No Bid	No Bid No Bid	No Bid No Bid	
Tub Grinder	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Bandit Model 1890 Wood Chipper	Daily	No Bid	No Bid	No Bid	\$1,250.00	No Bid	No Bid	No Bid	No Bid	
or equal	Weekly	No Bid	No Bid	No Bid	\$2,995.00	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$8,500.00	No Bid	No Bid	No Bid	No Bid	
Curtain Burner 30ft.	Daily	No Bid	No Bid	No Bid	\$850.00	No Bid	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid	No Bid	\$1,925.00	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$3,850.00	No Bid	No Bid	No Bid	No Bid	
3500 Watt Honda Generator	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
-,	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
CAT XQ175 Emergency Standby Generator	Daily	No Bid	No Bid	No Bid	No Bid	\$759.00	No Bid	No Bid	No Bid	
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	\$1,477.00	No Bid	No Bid	No Bid	
or oquar	Monthly	No Bid	No Bid	No Bid	No Bid	\$3,631.00	No Bid	No Bid	No Bid	
Diesel Powered Light Plants	Daily	No Bid	No Bid	No Bid	No Bid	\$300.00	No Bid	No Bid	No Bid	
w/four 1000 watt Metal Halide	Daily Weekly	No Bid	No Bid		No Bid	\$460.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$460.00 \$678.00	No Bid	No Bid	No Bid	
Flood Lights	ivioritrily	INO BIO	INO BIO	INO BIQ	INO BIQ	φ0/6.00	INO BIQ	INO BIO	INO BIO	

EQUIPMENT	RENTAL PERIOD	BIDDERS								
		Big Truck Rental,	Hydra Service, Inc.	Kingline Equipment,	Pittman Tractor	Thompson Tractor	Coblentz Equipment	Robertsdale	Coastal Machinery	
		LLC		Inc.	Company, Inc.	Co., Inc.	& Parts Co., Inc.	Rent All, Inc.	Company, Inc.	
285 CFM Diesel Powered Air	Daily	No Bid	No Bid	No Bid	No Bid	\$448.00	No Bid	No Bid	No Bid	
Compressor w/100 ft. of 1 in. air	Weekly	No Bid			No Bid	\$745.00	No Bid	No Bid	No Bid	
hoses or equal	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,565.00	No Bid	No Bid	No Bid	
Gas Powered Portable Welding	Daily	No Bid			No Bid	\$300.00	No Bid	No Bid	No Bid	
Machine - Medium Duty	Weekly	No Bid	No Bid		No Bid	\$460.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$700.00	No Bid	No Bid	No Bid	
40 ft. Towable Bucket Lift	Daily	No Bid	No Bid	No Bid	No Bid	\$420.00	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid	No Bid	No Bid	\$720.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,670.00	No Bid	No Bid	No Bid	
Toyota Model 7FGU25 Forklift	Daily	No Bid	No Bid	No Bid	No Bid	\$495.00	No Bid	No Bid	No Bid	
or equal	Weekly	No Bid	No Bid		No Bid	\$880.00	No Bid	No Bid	No Bid	
·	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,450.00	No Bid	No Bid	No Bid	
32' Scissor Lift	Daily	No Bid	No Bid	No Bid	No Bid	\$423.00	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid	No Bid	No Bid	\$597.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,140.00	No Bid	No Bid	No Bid	
						4" SKST Attachment				
Trencher	Daily	No Bid	No Bid	No Bid	No Bid	\$347.00	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid	1	No Bid	\$594.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$995.00 4" Walk Behind	No Bid	No Bid	No Bid	
Trencher	Daily	No Bid	No Bid	No Bid	No Bid	\$393.00	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid			No Bid	\$695.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,195.00	No Bid	No Bid	No Bid	
						4" Ride On				
Trencher	Daily	No Bid	No Bid	No Bid	No Bid	\$590.00	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid	No Bid	No Bid	\$1,090.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,976.00	No Bid	No Bid	No Bid	
Horizontal Directional Boring Machine	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Horizontal Directional Boring Machine	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
•	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Horizontal Directional Boring Machine	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
List various sizes available w/price	Weekly	No Bid		1	No Bid	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Diesel Powered Knuckle Boom Truck-8'	Daily	No Bid	No Bid	No Bid	\$2,750.00	No Bid	No Bid	No Bid	No Bid	
Long 24 CU Yard with Barn Door Tailgate	Weekly	No Bid	No Bid	1	\$7,750.00	No Bid	No Bid	No Bid	No Bid	
Boom Rotation 280 dg by Hydraulic Motor	Monthly	No Bid	No Bid	1	\$23,250.00	No Bid	No Bid	No Bid	No Bid	

EQUIPMENT	RENTAL PERIOD	BIDDERS								
		Big Truck Rental,	Hydra Service, Inc.	Kingline Equipment,	Pittman Tractor	Thompson Tractor	Coblentz Equipment	Robertsdale	Coastal Machinery	
		LLC		Inc.	Company, Inc.	Co., Inc.	& Parts Co., Inc.	Rent All, Inc.	Company, Inc.	
Mack Tri-Axle 21 Yard Dump Truck	Daily	No Bid	No Bid	No Bid	\$1,045.00	No Bid	No Bid	No Bid	No Bid	
or equal	Weekly	No Bid	No Bid	No Bid	\$3,245.00	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$8,750.00	No Bid	No Bid	No Bid	No Bid	
						6 Yard Dump Truck				
Freightliner Single Axle 8 Yard Dump	Daily	No Bid	No Bid	No Bid	\$1,100.00	\$640.00	No Bid	No Bid	No Bid	
Truck or equal	Weekly	No Bid	No Bid	No Bid	\$3,100.00	\$1,090.00	No Bid	No Bid	No Bid	
•	Monthly	No Bid	No Bid	No Bid	\$9,100.00	\$2,045.00	No Bid	No Bid	No Bid	
Mack Tandum Axle 14 Yard Dump	Daily	No Bid	No Bid	No Bid	\$1,895.00	No Bid	No Bid	No Bid	No Bid	
Truck or equal	Weekly	No Bid	No Bid	No Bid	\$3,800.00	No Bid	No Bid	No Bid	No Bid	
•	Monthly	No Bid	No Bid	No Bid	\$8,750.00	No Bid	No Bid	No Bid	No Bid	
Volvo A25D- 25 ton 6x6 Articulated	Daily	No Bid	No Bid	No Bid	\$1,895.00	\$2,590.00	No Bid	No Bid	No Bid	
Off Road Truck or equal	Weekly	No Bid	No Bid		\$3,600.00	\$5,130.00	No Bid	No Bid	No Bid	
On Road Track of equal	Monthly	No Bid	No Bid		\$8,200.00	\$12,240.00	No Bid	No Bid	No Bid	
			. 10 2.0	110 210	\$0,200.00	ψ · = ,= · σ · σ · σ	110 210	.10 2.1	110 210	
Freightliner M2 106 with 10ft Dump Body	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
'	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
									Doosan DL200	
938K Rubber Tire Loader w/4 way Bucket	Daily	No Bid	No Bid	No Bid	\$875.00	\$1,990.00	No Bid	No Bid	\$988.00	
w/2.5 cu. yd. multipurpose Bucket	Weekly	No Bid	No Bid	No Bid	\$1,975.00	\$3,570.00	No Bid	No Bid	\$1,920.00	
or equal	Monthly	No Bid	No Bid	No Bid	\$4,700.00	\$8,000.00	No Bid	No Bid	\$4,325.00	
Cat 966K Front End Loader or equal	Daily	No Bid	No Bid		\$1,089.00	\$2,390.00	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid		\$2,450.00	\$4,620.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$4,950.00	\$10,860.00	No Bid	No Bid	No Bid	
Caterpillar 963D Track Loader with	Daily	No Bid	No Bid	No Bid	No Bid	\$1,490.00	No Bid	No Bid	No Bid	
multipurpose bucket or equal	Weekly	No Bid	No Bid	1	No Bid	\$3.700.00	No Bid	No Bid	No Bid	
manipulpose buoket of equal	Monthly	No Bid	No Bid		No Bid	\$8,300.00	No Bid	No Bid	No Bid	
Bobcat T870 Track Loader w/high capacity	Daily	No Bid	No Bid		No Bid	\$855.00	No Bid	No Bid	No Bid	
Hydraulic Pump with attachments or equal	Weekly	No Bid	No Bid	No Bid	No Bid	\$2,030.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$3,930.00	No Bid	No Bid	No Bid	
									Doosan DX350	
Cat 336E Excavator w/Thumb and A/C	Daily	No Bid	No Bid	1	\$1,500.00	\$3,340.00	No Bid	No Bid	\$1,422.00	
or equal	Weekly	No Bid	No Bid		\$3,500.00	\$6,460.00	No Bid	No Bid	\$2,910.00	
	Monthly	No Bid	No Bid	No Bid	\$9,200.00	\$15,180.00	No Bid	No Bid	\$8,200.00	
Cat 329E Excavator w/Thumb and A/C	Daily	No Bid	No Bid	No Bid	\$2,000.00	\$3,030.00	No Bid	No Bid	No Bid	
or equal	Weekly	No Bid	No Bid		\$3,400.00	\$5.640.00	No Bid	No Bid	No Bid	
· "	Monthly	No Bid	No Bid	1	\$8,250.00	\$12,960.00	No Bid	No Bid	No Bid	
		110 DIG	110 Blu	110 Did	ψο,200.00	CAT 320	110 Blu	110 Did	Doosan DX225	
Cat 324E Excavator w/Thumb and A/C	Daily	No Bid	No Bid	No Bid	\$1,150.00	\$1,306.00	No Bid	No Bid	\$1,252.00	
or equal	Weekly	No Bid	No Bid	No Bid	\$2,900.00	\$2,700.00	No Bid	No Bid	\$2,378.00	
	Monthly	No Bid	No Bid		\$6.540.00	\$6,470.00	No Bid	No Bid	\$4,525.00	
	iviolitiny	140 Did	140 Bld	140 Bld	ψυ,υ-τυ.υυ	ψο, 47 0.00	140 Bld	110 Did	Ψ+,020.00	

EQUIPMENT	RENTAL PERIOD	BIDDERS								
		Big Truck Rental, LLC	Hydra Service, Inc.	Kingline Equipment, Inc.	Pittman Tractor Company, Inc.	Thompson Tractor Co., Inc.	Coblentz Equipment & Parts Co., Inc.	Robertsdale Rent All, Inc.	Coastal Machinery Company, Inc.	
Cat 318 Rubber Tire Excavator or equal	Daily	No Bid	No Bid	No Bid	\$2,000.00	\$2,350.00	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid	No Bid	\$3,150.00	\$4,500.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$8,850.00	\$10,500.00	No Bid	No Bid	No Bid	
XL4100 Gradall or equal	Daily	No Bid	No Bid	No Bid	\$1,900.00	No Bid	No Bid	No Bid	No Bid	
·	Weekly	No Bid	No Bid	No Bid	\$4,600.00	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$10,300.00	No Bid	No Bid	No Bid	No Bid	
Cat 329 Long Reach Excavator with A/C	Daily	No Bid	No Bid	No Bid	\$2,250.00	\$3,820.00	No Bid	No Bid	No Bid	
or equal 60 ft. reach	Weekly	No Bid	No Bid	No Bid	\$4,000.00	\$7,530.00	No Bid	No Bid	No Bid	
·	Monthly	No Bid	No Bid	No Bid	\$10,450.00	\$17,930.00	No Bid	No Bid	No Bid	
Cat 349 Excavator Loader with multipurpose	Daily	No Bid	No Bid	No Bid	*\$250.00	\$7,470.00	No Bid	No Bid	No Bid	
bucket or equal	Weekly	No Bid	No Bid		*\$550.00	\$11,420.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	*\$850.00	\$22,490.00	No Bid	No Bid	No Bid	
Ditch Cleaning Bucket (for Excavator)	Daily	No Bid	No Bid	No Bid	\$250.00	No Bid	No Bid	No Bid	No Bid	
·	Weekly	No Bid	No Bid	No Bid	\$350.00	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$950.00	No Bid	No Bid	No Bid	No Bid	
Cat 12M Motor Grader or equal	Daily	No Bid	No Bid	No Bid	\$1,550.00	\$2,420.00	No Bid	No Bid	No Bid	
·	Weekly	No Bid	No Bid	No Bid	\$3,450.00	\$4,700.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$8,450.00	\$11,070.00	No Bid	No Bid	No Bid	
Cat 12M Motor Grader with Front	Daily	No Bid	No Bid	No Bid	\$1,895.00	No Bid	No Bid	No Bid	No Bid	
Blade or equal	Weekly	No Bid	No Bid	No Bid	\$3,650.00	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$8,450.00	No Bid	No Bid	No Bid	No Bid	
CAT 140M Motor Grader or equal	Daily	No Bid	No Bid	No Bid	\$1,550.00	\$2,420.00	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid	No Bid	\$3,550.00	\$4,700.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$9,450.00	\$11,070.00	No Bid	No Bid	No Bid	
CAT 140M Motor Grader with Front	Daily	No Bid	No Bid	No Bid	\$2,195.00	No Bid	No Bid	No Bid	No Bid	
Blade or equal	Weekly	No Bid	No Bid	No Bid	\$4,250.00	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$9,950.00	No Bid	No Bid	No Bid	No Bid	
Cat D6K LGP Dozer or equal with Straight Blade	Daily	No Bid	No Bid	No Bid	\$1,250.00	No Bid	No Bid	No Bid	No Bid	
,	Weekly	No Bid	No Bid	No Bid	\$2,650.00	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$6,950.00	No Bid	No Bid	No Bid	No Bid	
Cat D6K LGP Dozer or equal with Tilt Blade	Daily	No Bid	No Bid	No Bid	\$1,250.00	\$2,490.00	No Bid	No Bid	No Bid	
•	Weekly	No Bid	No Bid		\$3,650.00	\$4,240.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$6,950.00	\$9,140.00	No Bid	No Bid	No Bid	
Cat D6 LGP Dozer or equal with Straight Blade,	Daily	No Bid	No Bid		\$1,250.00	No Bid	No Bid	No Bid	No Bid	
and A/C, Auto Reversing Fan	Weekly	No Bid	No Bid	No Bid	\$3,250.00	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$6,250.00	No Bid	No Bid	No Bid	No Bid	

Big Truck Rental, LIC	Robertsdale Rent All, Inc. No Bid No Bid	No Bid No Bid No Bid No Bid
Cat 416E Back Hoe or equal	No Bid	No Bid No Bid No Bid No Bid No Bid No Bid
Weekly No Bid No Bid S980.00 \$1,277.00 No Bid No Bid No Bid \$1,725.00 \$2,410.00 No Bid No Bid No Bid \$1,725.00 \$2,410.00 No Bid No	No Bid No Bid No Bid No Bid No Bid No Bid No Bid	No Bid No Bid No Bid No Bid No Bid
Monthly No Bid No Bid No Bid \$1,725.00 \$2,410.00 No Bid	No Bid	No Bid No Bid No Bid No Bid
Cat 623H - 18 to 23 cu, yd. capacity	No Bid No Bid No Bid No Bid No Bid No Bid	No Bid No Bid No Bid
Weekly No Bid N	No Bid No Bid No Bid No Bid No Bid	No Bid No Bid
Weekly No Bid N	No Bid No Bid No Bid No Bid	No Bid
Monthly	No Bid No Bid No Bid	
6 cu. yd. capacity or equal Weekly No Bid No Bid No Bid S2,850.00 No Bid No Bid No Bid	No Bid No Bid	No Bid
6 cu. yd. capacity or equal Weekly No Bid No Bid No Bid S2,850.00 No Bid No Bid No Bid	No Bid No Bid	110 514
Monthly No Bid No Bid No Bid \$6,000.00 No Bid \$6,000.00 \$790.00 No Bid No Bid No Bid No Bid \$6,000.00 \$790.00 No Bid No Bid No Bid No Bid \$1,390.00 \$1,510.00 No Bid No Bid No Bid \$1,390.00 \$1,510.00 No Bid No Bid No Bid \$3,480.00 \$3,250.00 No Bid No Bid No Bid No Bid \$3,480.00 \$3,250.00 No Bid No Bid No Bid No Bid \$1,850.00 \$1,000.00 No Bid No Bid No Bid No Bid \$2,750.00 \$1,870.00 No Bid No Bid No Bid No Bid No Bid \$2,750.00 \$1,870.00 No Bid No Bid No Bid No Bid No Bid \$6,490.00 \$3,965.00 No Bid No Bid No Bid No Bid \$6,490.00 \$3,965.00 No Bid No Bid	No Bid	No Bid
width of 66 in. or equal Weekly Monthly No Bid No Bid No Bid No Bid No Bid No Bid S3,480.00 \$1,510.00 No Bid No Bid S3,480.00 8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal Daily No Bid	No Bid	
width of 66 in. or equal Weekly Monthly No Bid No Bid No Bid No Bid No Bid No Bid S3,480.00 \$1,510.00 No Bid No Bid S3,480.00 8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal Daily No Bid	No Bid	Sakai SU400
Monthly		\$618.75
S-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal Daily No Bid No Bid No Bid No Bid \$1,850.00 \$1,000.00 No Bid Weekly No Bid No Bid No Bid \$2,750.00 \$1,870.00 No Bid No Bid \$2,750.00 \$1,870.00 No Bid No Bid \$2,750.00 \$3,965.00 No Bid No Bid \$6,490.00 \$3,965.00 No Bid No Bid No Bid \$1,150.00 No Bid No Bid No Bid No Bid \$2,150.00 No Bid No Bid No Bid No Bid No Bid \$2,150.00 No Bid \$1,450.00 \$1,640.00 No Bid No Bid No Bid No Bid No Bid \$3,200.00 \$3,545.00 No Bid No Bid No Bid No Bid No Bid \$1,050.00 No Bid	No Bid	
Weekly No Bid No Bid No Bid S2,750.00 \$1,870.00 No Bid	No Bid	\$3,275.00
Monthly No Bid No Bid No Bid \$6,490.00 \$3,965.00 No Bid	No Bid	No Bid
P-12 Ton Rubber Tire Roller	No Bid	No Bid
Weekly No Bid No Bid No Bid \$2,150.00 No Bid \$725.00 \$870.00 No Bid Weekly No Bid No Bid No Bid \$1,450.00 \$1,640.00 No Bid No Bid No Bid No Bid \$3,200.00 \$3,545.00 No Bid No Bid No Bid No Bid No Bid \$1,050.00 No Bid	No Bid	No Bid
Weekly No Bid No Bid No Bid \$2,150.00 No Bid S725.00 \$870.00 No Bid Weekly No Bid No Bid No Bid \$1,450.00 \$1,640.00 No Bid No Bid No Bid No Bid No Bid \$3,200.00 \$3,545.00 No Bid No	No Bid	No Bid
Monthly No Bid No Bid No Bid \$4,650.00 No Bid No Bid No Bid	No Bid	
Workly No Bid No Bid No Bid \$1,450.00 \$1,640.00 No Bid Monthly No Bid No Bid No Bid \$3,200.00 \$3,545.00 No Bid Cat CP 74 Sheepfoot Roller or equal Daily No Bid No Bid No Bid \$1,050.00 No Bid No Bid Weekly No Bid No Bid No Bid \$1,550.00 No Bid No Bid	No Bid	
Workly No Bid No Bid No Bid \$1,450.00 \$1,640.00 No Bid Monthly No Bid No Bid No Bid \$3,200.00 \$3,545.00 No Bid Cat CP 74 Sheepfoot Roller or equal Daily No Bid No Bid No Bid \$1,050.00 No Bid No Bid Weekly No Bid No Bid No Bid \$1,550.00 No Bid No Bid		
Monthly No Bid No Bid \$3,200.00 \$3,545.00 No Bid	No Bid	
Cat CP 74 Sheepfoot Roller or equal Daily No Bid No Bid No Bid \$1,050.00 No Bid No Bid Weekly No Bid No Bid \$1,550.00 No Bid No Bid	No Bid	No Bid
Weekly No Bid No Bid \$1,550.00 No Bid No Bid	No Bid	No Bid
	No Bid	No Bid
Monthly No Bid No Bid No Bid \$3,240.00 No Bid No Bid	No Bid	No Bid
	No Bid	No Bid
One Ton Small Steel Wheel Roller Daily No Bid No Bid \$325.00 \$519.00 No Bid	No Bid	No Bid
Weekly No Bid No Bid \$675.00 \$816.00 No Bid	No Bid	
Monthly No Bid No Bid No Bid \$1,295.00 \$1,767.00 No Bid	No Bid	No Bid
Minimum 114 HP Kubota Farm Type Tractor Daily No Bid No Bid \$115.00 No Bid No Bid \$275.00	\$500.00	No Bid
or equal Weekly No Bid No Bid \$650.00 No Bid No Bid \$625.00	\$1.300.00	No Bid
Monthly No Bid No Bid \$2,250.00 No Bid No Bid \$2,100.00	\$2,300.00	
4 Wheel Drive Boom Mower w/Tractor Daily No Bid No Bid No Bid No Bid No Bid \$1,000.00	No Bid	
w/6ft. Mower Deck 23 ft. boom reach Weekly No Bid	No Bid	No Bid
Monthly No Bid No Bid No Bid No Bid No Bid \$6,250.00	No Bid	No Bid Kubota SUL95
Cat 262C Skid Steer Loader (Hi-Flo) Daily No Bid No Bid No Bid \$680.00 No Bid	Na Dia	
	No Bid No Bid	\$661.00 \$1.447.00
73hp or equal, Rubber Tracks Weekly No Bid No Bid No Bid No Bid \$1,250.00 No Bid Monthly No Bid No Bid No Bid No Bid \$2,090.00 No Bid No Bid No Bid No Bid No Bid \$2,090.00 No Bid	ואט באוט	\$1,447.00 \$2,807.00

EQUIPMENT	RENTAL PERIOD	BIDDERS								
		Big Truck Rental,	Hydra Service, Inc.	Kingline Equipment,	Pittman Tractor	Thompson Tractor	Coblentz Equipment	Robertsdale	Coastal Machinery	
		LLC	-	Inc.	Company, Inc.	Co., Inc.	& Parts Co., Inc.	Rent All, Inc.	Company, Inc.	
									Kubota SUL75	
Cat 226B Skid Steer Loader 59 hp	Daily	No Bid	No Bid		No Bid	\$594.00		No Bid	\$618.00	
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	\$1,056.00	No Bid	No Bid	\$1,192.00	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$1,650.00	No Bid	No Bid	\$2,127.00	
Auger 8" - 36" bits for Skid Steer	Daily	No Bid	No Bid	No Bid	No Bid	\$477.00	No Bid	No Bid	No Bid	
Loader	Weekly	No Bid	No Bid		No Bid	\$724.00		No Bid	No Bid	
	Monthly	No Bid	No Bid		No Bid	\$1,265.00		No Bid	No Bid	
Angle Broom for Skid Steer	Daily	No Bid	No Bid	No Bid	No Bid	\$477.00	No Bid	No Bid	No Bid	
Loader	Weekly	No Bid	No Bid		No Bid	\$724.00	No Bid	No Bid	No Bid	
Loador	Monthly	No Bid	No Bid		No Bid	\$1,265.00	No Bid	No Bid	No Bid	
						4000.00				
Cold Planner for Skid Steer Loader	Daily	No Bid	No Bid		No Bid	\$603.00	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid		No Bid	\$1,055.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$2,030.00	No Bid	No Bid	No Bid	
Forks for Skid Steer Loader	Daily	No Bid	No Bid		No Bid	\$374.00		No Bid	No Bid	
	Weekly	No Bid	No Bid	No Bid	No Bid	\$405.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$536.00	No Bid	No Bid	No Bid	
Hydraulic Hammer for Ski Steer Loader	Daily	No Bid	No Bid	No Bid	No Bid	\$458.00	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid		No Bid	\$825.00		No Bid	No Bid	
	Monthly	No Bid	No Bid		No Bid	\$1,410.00	No Bid	No Bid	No Bid	
Tracks for Skid Steer Loader	Deily	No Bid	No Bid	No Bid	No Did	No Bid	No Bid	No Bid	No Did	
Tracks for Skid Steer Loader	Daily	No Bid	No Bid		No Bid No Bid	No Bid	No Bid	No Bid	No Bid No Bid	
	Weekly Monthly	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	
Brush Cutter for Skid Steer Loader	Daily	No Bid	No Bid		\$425.00	\$582.00	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid		\$695.00	\$1,086.00		No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	\$1,250.00	\$1,958.00	No Bid	No Bid	No Bid	
Rotary Cutter for Skid Steer Loader	Daily	No Bid	No Bid		No Bid	\$740.00	No Bid	No Bid	No Bid	
	Weekly	No Bid	No Bid		No Bid	\$1,422.00	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid	No Bid	No Bid	\$2,787.00	No Bid	No Bid	No Bid	
Portable Screening Plant	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Model 271 or equal	Weekly	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	
	Monthly	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	
Milling Machine	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Writgen 2000 or equivalent with operators	Weekly	No Bid			No Bid	No Bid		No Bid	No Bid	
vinigen 2000 or equivalent with operators	Monthly	No Bid			No Bid	No Bid		No Bid		
Mauldin 1750-C Asphalt Spreader	Daily	No Bid	No Bid		\$2,500.00	No Bid	No Bid	No Bid	No Bid	
or equal	Weekly	No Bid			\$6,000.00	No Bid		No Bid		
	Monthly	No Bid	No Bid	No Bid	\$11,500.00	No Bid	No Bid	No Bid	No Bid	

EQUIPMENT	RENTAL PERIOD		BIDDERS						
		Big Truck Rental,	Hydra Service, Inc.	Kingline Equipment,	Pittman Tractor	Thompson Tractor	Coblentz Equipment	Robertsdale	Coastal Machinery
		LLC		Inc.	Company, Inc.	Co., Inc.	& Parts Co., Inc.	Rent All, Inc.	Company, Inc.
Cat AP600D Asphalt Spreader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Cat AP1000D Asphalt Spreader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	No Bid			No Bid	
'	Monthly	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
25 Cubic Yard Rear Loader Garbage Truck	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	\$9,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
13 Cubic Yard Rear Loader Garbage Truck	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
or equal	Weekly	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
25-33 Cubic Yard Automatic Side Loader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Garbage Truck or equal	Weekly	No Bid		No Bid	No Bid			No Bid	No Bid
	Monthly	\$10,400.00	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid

Exceptions:

Coastal Machinery Company, Inc. listed hauling fees seperately on the Bid Response Form. These charges were added to the rental amount to reflect a total amount bid in the tabulation. Pittman Tractor Company, Inc. submitted three (3) amounts in error that were therefore not considered for bid award. These items are identified with a "*"



Baldwin County Commission

Agenda Action Form

File #: 21-0436, Version: 1 Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-14 - Purchase and Installation of Chiller Controls at the Central Annex II Building 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 purchase and installation of chiller controls at the Central Annex II building 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: The Facilities Maintenance Coordinator, Junius Long, has requested that a competitive bid be placed for the purchase and installation of chiller controls for the Central Annex II building. 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? $\ensuremath{\text{N/A}}$

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

BID #WG21-14 SPECIFICATIONS

The 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. All workmen and equipment shall be furnished by the Contractor.

Bidder shall provide an all-inclusive, lump sum, price as indicated on the Bid Response Form. The price shall include all applicable charges, including but not limited to all materials, labor, warranties, and incidentals.

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

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

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. 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

Manufacturer shall warrant all equipment and material of its manufacturer against defects in workmanship and material. Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid. Bidder also agrees to provide with the bid comprehensive service for a period of (1) year following completion of the installations.

DELIVERY

Delivery 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.

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.

LAWS AND REGULATIONS

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

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 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

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.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall: Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OHSA (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.

TIME OF COMPLETION

Projects must be completed within NINETY (90) days of notification to proceed. Project shall be complete after receipt of Manufacturer's Warranty.

SCOPE OF WORK

PART 1 GENERAL

1.1 SUMMARY

- **A.** The Baldwin County Commission is soliciting bids for the retrofit of chiller controls at the Baldwin County Central Annex II Building located at 22070 State Highway 59, Robertsdale, Alabama 36567.
- **B.** The bidder shall furnish all labor, materials, equipment, and service necessary for a complete and operating Temperature Control System (TCS) and Facility Management system (FMCS), utilizing Direct Digital Controls as described herein.
- C. All labor, material, equipment and software not specifically referred to herein or on the plans, that is required to meet the functional intent of this specification, shall be provided without additional cost to the County.
- **D.** The County shall be the named license holder of all software associated with any and all incremental work on the project(s).
- **E.** Work is to be performed during standard business hours 8:00 a.m. -4:30 p.m., Monday through Friday.

1.2 SYSTEM DESCRIPTION

A. Supervisory Controller

Make and Model Metasys M4-SNE22000-0 or equivalent

Quantity One (1)

Required functions Scheduling

Alarming Trending

User interface for monitoring and adjustments

Web browser internet access

B. Chilled Water System

Make and Model Metasys CGM09090 DDC controller with panel or

equivalent

Quantity One (1)

Requirements Furnish and install start/stop, status relays for chilled

water pumps

Furnish and install chiller enable relays

Page 4 of 17

Furnish insertion temperature sensors

Furnish isolation control valves

Provide BACnet integration for each of the chiller

control panels

Furnish and install necessary sensors, relays and

interlock wiring to achieve sequences

C. Air Handling System

Make and Model Metasys CGM09090 DDC controller with panel or

equivalent

Quantity Two (2)

Requirements Furnish and install start/stop, status relays for supply fan

Furnish and install duct temperature sensors

Furnish cooling coil control valve

Furnish and install freeze-stat

Furnish OA airflow measuring station

Furnish and install differential pressure sensor and

switch

Furnish damper's actuators for outside and return air

Provide BACnet integration for each of the VFD control

panels

Provide BACnet integration for each of the AFMS

control panels

Furnish and install necessary sensors, relays and

interlock wiring to achieve sequences

D. Variable Air Volume (VAV without Heating Coil)

Make and Model Metasys M4-CVM03050-0DDC controller or equivalent

with transformer to be included at each individual unit

Quantity One (1)

Requirements Furnish and install discharge temperature sensor

Furnish and install zone temperature sensor

E. Variable Air Volume (VAV with (1) Heating Stage)

Make and Model Metasys M4-CVM03050-0DDC controller or equivalent

to be included at each individual unit

Quantity Twenty-four (24)

Requirements Furnish and install discharge temperature sensor

Furnish and install zone temperature sensors

F. Variable Air Volume (VAV with (2) Heating Stages)

Make and Model Metasys M4-CVM03050-0DDC controller or equivalent

to be included at each individual unit

Quantity Twenty-five (25)

Requirements Furnish and install discharge temperature sensor

Furnish and install zone temperature sensors

G. Exhaust Fan (EF-1, -4, -5)

Quantity Three (3)

Requirements Furnish and install start/stop, status relays for exhaust

fan

Furnish and install interlock for exhaust fans to the

AHU-1

H. Exhaust Fan (EF -6, -7

Quantity Two (2)

Requirements Furnish and install line voltage thermostat.

I. Train Employees

Requirements: Baldwin County Employees must be trained on Program

that will be installed.

J. Manual By-Pass

Requirements: There must be a Manual By-Pass in case of Control

Failure.

<u>BID #WG21-14 RESPONSE FORM</u> Purchase & Installation of Chiller Controls for the Central Annex II Building Page 1 of 2

Date:				_						
Out of State		or	N T	_ If yes,	•	NY 1				
Company Na	ıme:									
Address:										
Company Re	:р	(I	Rep. Na	ame Typed	or Printed))				
Position:										
Email addres	ss:									
Phone:										
Fax:										
Alahama Ca	m amal Ca	o en teno co	tom'a I	ioongo Num	h. o.u					
Alabama Ger	nerai Co	ontrac	tor s L	icense Nur	nber			 		
ALABAMA LISTED ON								Г ВЕ	CLEA	RLY
Financing th	rough a	nothe	r agenc	y beside yo	ourself	or _	No			
If yes, must a								to this	s respor	ise form.
Financing Ag	gency A	uthor	ized Si	gnature						

BID #WG21-14 RESPONSE FORM
Purchase & Installation of Chiller Controls for the Central Annex II Building Page 2 of 2

Supervisory Controller Make and Model: _	
DDC Controller Make and Model:	
VAV Make and Model:	
Amount bid: \$	
Completion time:	

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 Alaban	na)
County of Bald	win)
CONT	TRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES
between the Co	for Professional and Construction Services is made and entered into by and bunty of Baldwin (hereinafter called "COUNTY") acting by and through its v, the Baldwin County Commission, and, (hereinafter PROVIDER").
	WITNESSETH:
,	Whereas,
,	Whereas,
herein containe	THEREFORE , in consideration of the premises and the mutual covenants d the sufficiency of which being hereby acknowledged, PROVIDER and ereby agree as follows:
I. <u>]</u>	Definitions. The following terms shall have the following meanings:
	A. COUNTY: Baldwin County, Alabama
	B. COMMISSION: Baldwin County Commission
•	C. PROVIDER:
; ;	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.
•	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. <u>Professional Qualifications</u>. 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. <u>No Prohibited Exclusive Franchise</u>. 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. <u>Legal Compliance</u>. 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. <u>Unenforceable Provisions</u>. 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. <u>Entire Agreement</u>. 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 PROVDIER 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. <u>Assignment</u>. 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 COUNTY 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. <u>Notice</u>. 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 #WG21-14", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG21-14 – Purchase & Installation of Chiller Controls at the Central Annex II Building located in Robertsdale, AL for the Baldwin County Commission"

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

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.
- XVIII. <u>Termination of Services</u>. 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 \$______. 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 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 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. <u>Indemnification</u>. 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. <u>Number of Originals</u>. 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. Prior to performing services pursuant to this Contract, Insurance. 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.
 - XXIX. Title 39/Code of Alabama Compliance. As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Sections 39-1-1, et seq., Code of Alabama (1975), as amended. More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:
 - "(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of

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

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

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

COUNTY		ATTEST:				
JOE DAVIS, III Chairman	/ Date	WAYNE DYESS County Administrator	/ Date			
State of Alabama)						
County of Baldwin)						
I,	Notary 1	Public in and for said County, in	n said State,			
hereby certify that, Joe D	avis, III, whose nam	e as Chairman of Baldwin Cou	nty Commission,			
and Wayne Dyess, whose	e name as County Ac	lministrator, are known to me, a	acknowledged			
before me on this day that	at, being informed of	the contents of the Contract for	Professional and			
	•	and with full authority, executed	d same			
knowingly and with full	authority to do so on	behalf of said Commission.				
Given under my l	nand and official seal	I, this the day of, 2	2021.			
		Notary Public				
		My Commission Expires	S			

PROVIDER:

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 _____, 2021.

Notary Public

My Commission Expires



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director/Daniel Wells, CDG

Engineers & Associates, Inc.

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG21-15 - Repairs to the "Covered Area" Roof of the Existing Baldwin County Household Waste Collection Facility Located in Summerdale, 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 repairs to the "Covered Area" Roof of the existing Baldwin County Household Waste Collection Facility located in Summerdale, 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: The Solid Waste Director, Terri Graham and the Engineer, Daniel Wells with CDG Engineers and Associations, Inc., is requesting that a competitive bid be placed for the repairs to the roof of the existing Baldwin County Household Waste Collection Facility located in Summerdale that was damaged during Hurricane Sally. 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?

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Mail Bids

Additional instructions/notes: N/A

BID #WG21-15 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

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.

PREPARATION OF BIDS

Forms furnished or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the structure and difficulties attending the proposed contract, including local conditions uncertainty of weather, quantities and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

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. The County reserves the right to reject any bids that are not in the best interest to the County at their discretion.

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.

LAWS AND REGULATIONS

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

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 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.

TRAFFIC CONTROL, SAFETY ITEMS

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

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This

policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$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

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.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County. Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall: Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

AWARD

Award will be made to the lowest responsible bidders meeting specifications on the repairs. Quality, conformity with specifications, service and experience are among the factors that will be considered in determining the responsive bidder.

TIME OF COMPLETION

Work shall begin within thirty (30) days after award of contract, or as soon as weather conditions permit, unless otherwise notified. Projects must be completed within **thirty (30) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability.

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 bid, 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 Contact person for the Baldwin County Commission will be Ed Fox, at (251) 331-0596.

SPECIFICATIONS FOR ROOF REPAIRS

Contractor will be responsible for the repairs to the damaged metal roof.

See photos of damage to roof on Pages 9-10.

See attached AS-BUILT drawing for area to repaired, as well as roof details.



Photo No. 1 – Roof Damage from Hurricane



Photo No. 2 – Roof Damage from Hurricane



Photo No. 3 – Roof Damage from Hurricane



Photo No. 4 – Roof Damage from Hurricane

<u>BID #WG21-15 RESPONSE FORM</u>
Repairs to the "Covered Area" Roof of the existing Baldwin County Household Waste Collection Facility

Page 1 of 1	
Date:	
Out of State or I	f yes,Registration Number
i es i no	Registration Number
Company Name:	
Address:	
Company Rep(Rep. Name 1	
(Rep. Name	Typed or Printed)
Position:	
Email address:	
Phone:	
Fax:	
Contractor's License Number	
(License Issued by the Alabama State	e Licensing Board for General Contractors)
ALABAMA GENERAL CONTRAC LISTED ON THE OUTSIDE OF TH	CTORS LICENSE NUMBER MUST BE CLEARLY IE VENDOR BID ENVELOPE
	vice for the Repairs to the "Covered Area" Roof of the
<u>existing Baldwin County Househol</u> Location: Summerdale, AL	a waste Collection Facility
,	
Amount Bid:	
Completion Time:	

State of Alaba County of Bald	,	
	CONTRACT	T FOR CONSTRUCTION SERVICES
Baldwin (herein	nafter called "COUNTY	ces is made and entered into by and between the County of "), acting by and through its governing body, the Baldwin County (hereinafter referred to as "PROVIDER").
The bid specific	cations are fully set forth	as part of this contract.
		WITNESSETH:
Wher	eas	
Wher	eas	
	sufficiency of which beir	sideration of the premises and the mutual covenants herein ng hereby acknowledged, PROVIDER and COUNTY do hereby
I.	<u>Definitions</u> . The follow	wing terms shall have the following meanings:
	i. COUNTY:	Baldwin County, Alabama.
	ii. COMMISSION:	Baldwin County Commission.
	iii. PROVIDER:	
II.	Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall be on standby upon full execution of this contract. PROVIDER shall immediately commence performance of the services outlined herein upon issuance of a Notice to Proceed by the Baldwin County Commission. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.	
III.	Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.	
IV.	Governing Law. This	Contract in all respects, including without limitation its formation,

V.

of the State of Alabama, without regard to Alabama conflict of law principles.

Professional Qualifications. For the purpose of this contract, the PROVIDER

validity, construction, enforceability, and available remedies, shall be governed by the laws

represents and warrants to the COUNTY that it and any and all agents, assigns and

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

- XIII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements, and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIV. <u>Assignment</u>. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- **XVI.** <u>Notice</u>. 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

XVII. 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 #WG21-15", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Repairs to the "Covered Area" Roof of the existing Baldwin County Household Waste Collection Facility located in Summerdale, 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.

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

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

- **XX.** Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XXI. <u>Direct Expenses.</u> 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.
- **XXII.** Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

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

XXIII. Performance of Work/Liquidated Damages.

i. Time of the Essence

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

- ii. Days to Achieve Substantial Completion and Final Payment
- A. The Work will be substantially completed in **thirty (30)** calendar days from date all submittals are approved.
- B. The contract commences to run as provided in paragraph 2.03 of the General Conditions, and project shall be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **one hundred twenty (120)** calendar days after the date when the Contract Time commences to run.

iii. Liquidated Damages

CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER liquidated damages in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition, Section 108.11 – Schedule of Liquidated Damages, Calendar Day basis for each day that expires after the time specified for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

- **XXIV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXV. <u>Indemnification</u>. Provider shall indemnify, defend and hold County and its affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. This indemnification shall survive the expiration or termination of this agreement.
- **XXVI.** <u>Number of Originals</u>. This Agreement shall be executed with three originals, both of which are equally valid as an original.
- **XXVII:** Insurance: Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and nonowned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination, or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

requirements:

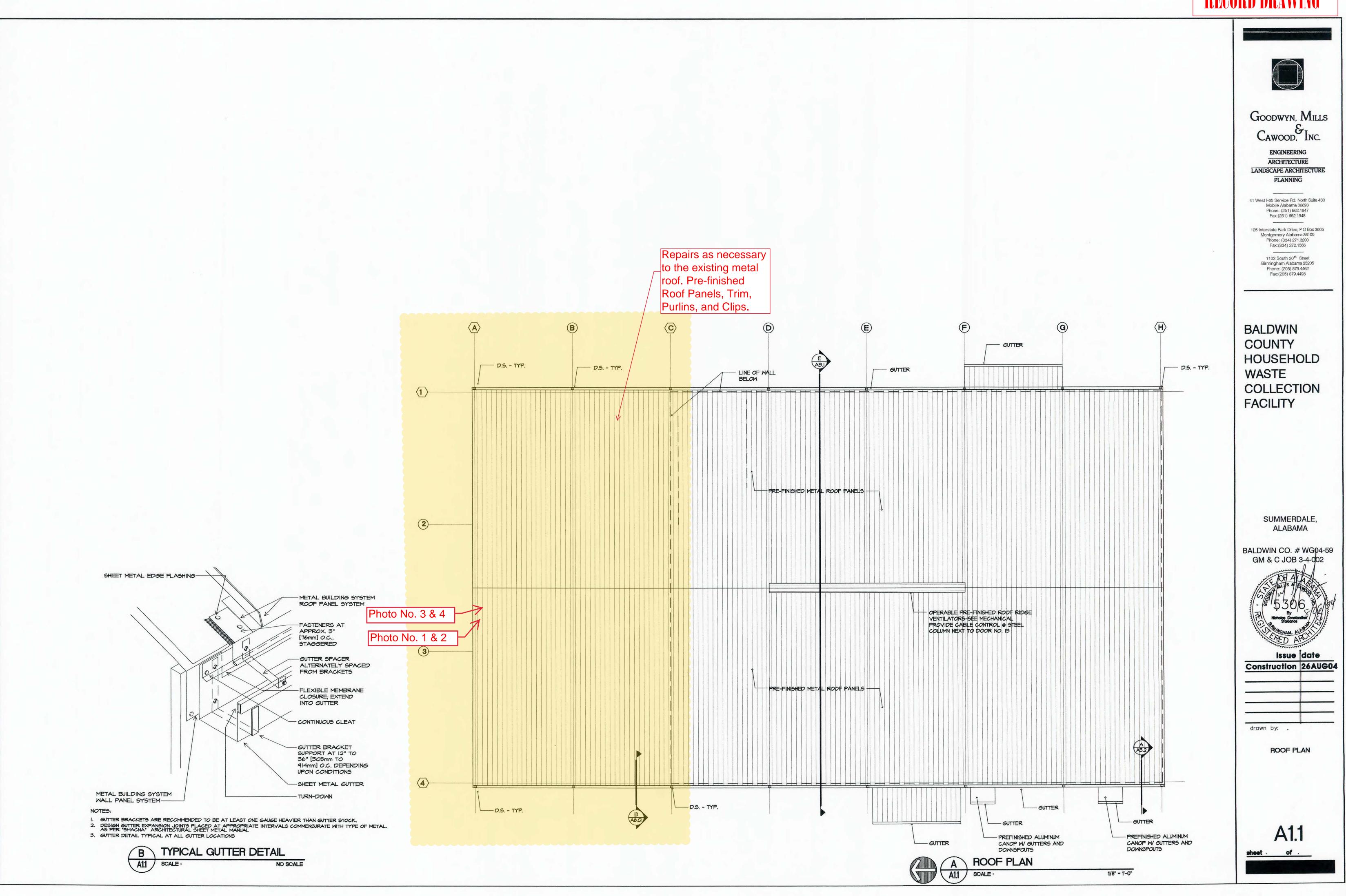
- (a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Agreement, the services and/or work described in this Agreement shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.
- (b) <u>Value of Surety</u>. The performance bond and/or surety guarantee shall be in the amount equal to <u>100</u> percent of the total cost identified in the bid response. The payment bond and/or surety guarantee shall be in the amount equal to <u>100</u> percent of the total cost identified in the bid response.
- (c) <u>Term of Surety</u>. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Agreement. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.
- (d) <u>Scope of the Surety</u>. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Agreement. In the event that the bond and/or surety guarantee is in conflict with this Agreement, this Agreement shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Agreement.

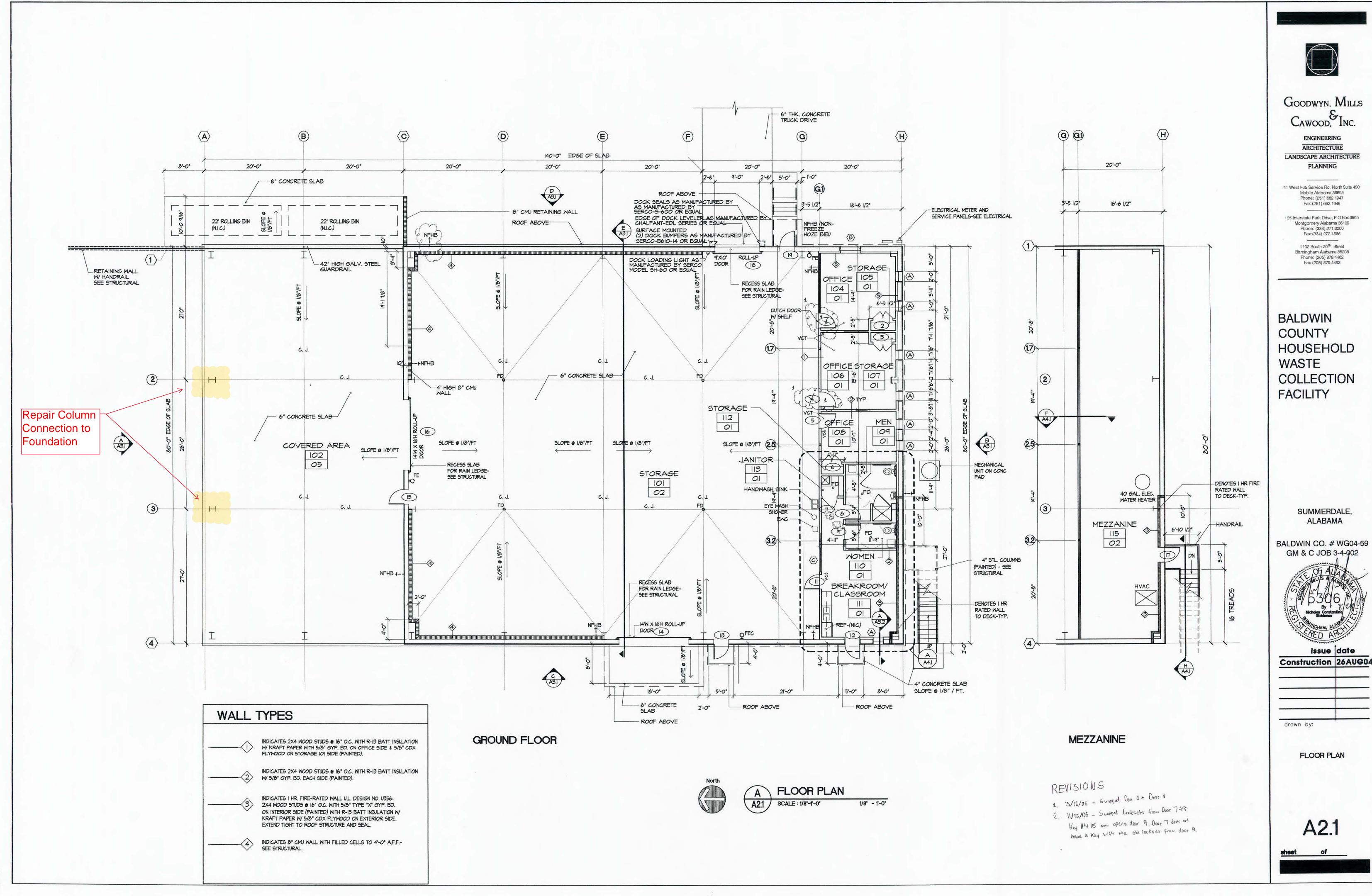
IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY		ATTEST:		
	/		/	
JOE DAVIS, III	Date	WAYNE DYESS	Date	
Chairman		County Administrator		

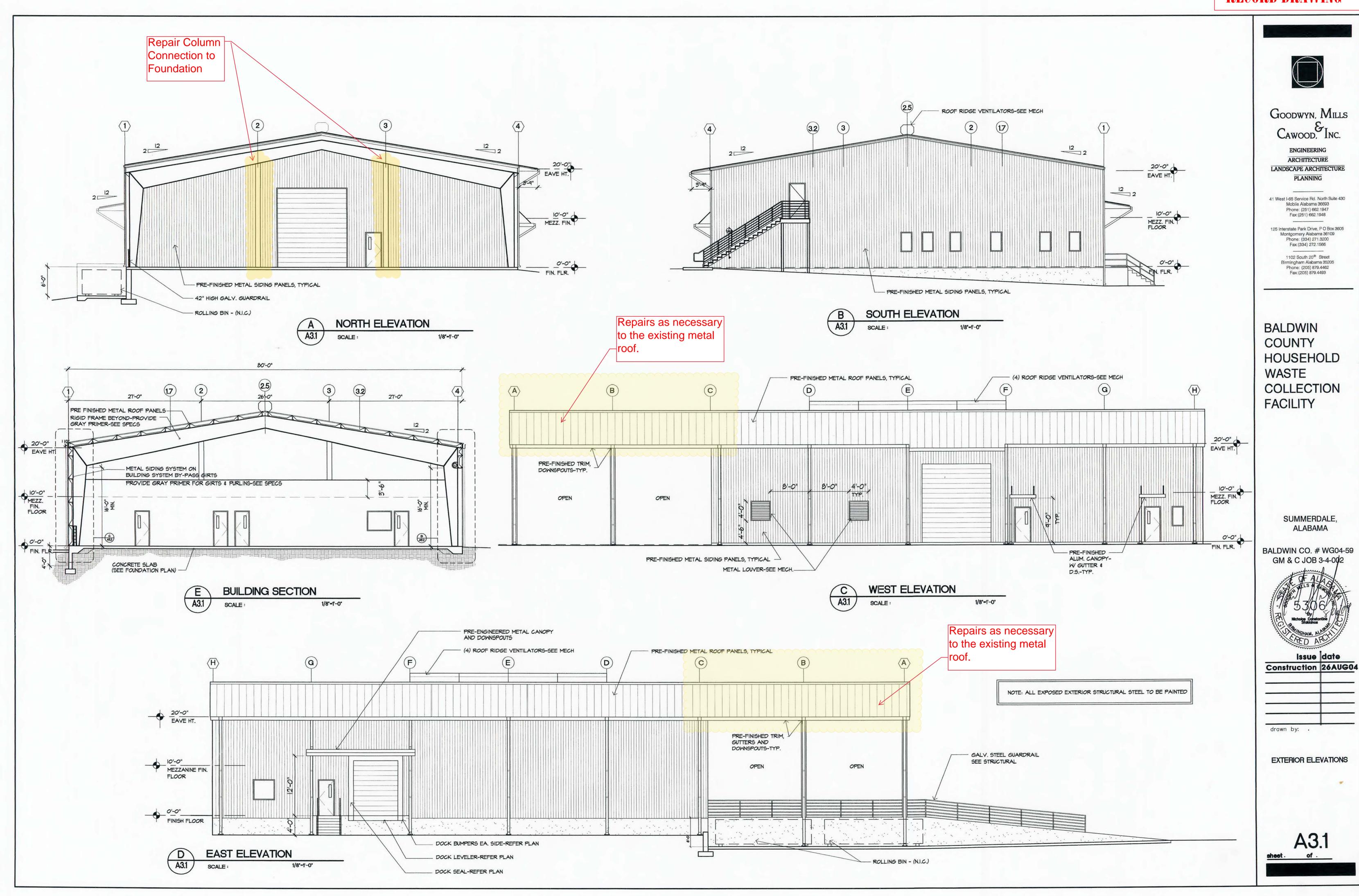
Notary and Signature to Follow

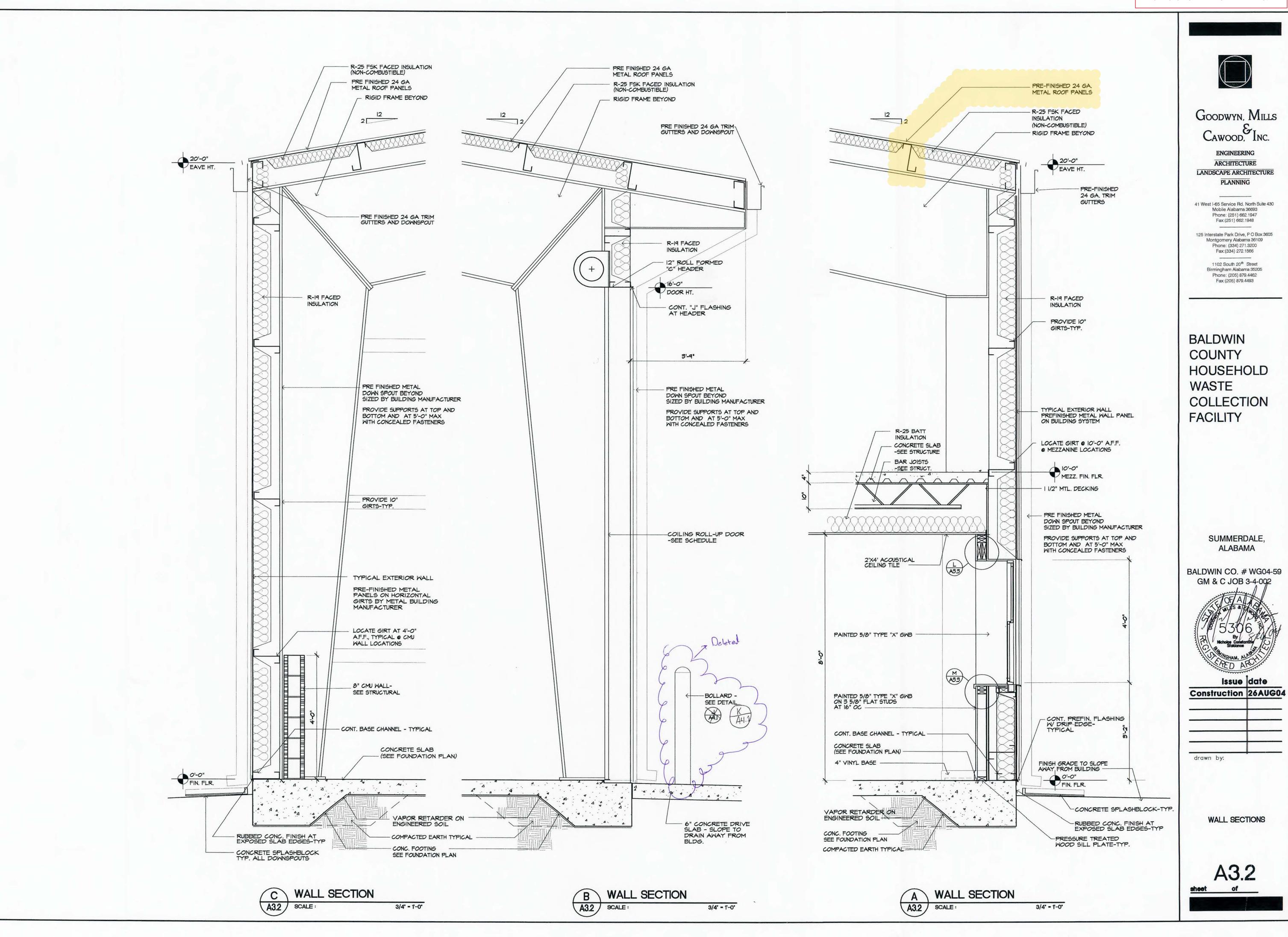
State of Alabama)		
County of Baldwin)		
I,	Iministrator the Bal is day that, being in such officers and with	dwin County Commission, are nformed of the contents of the h full authority, executed same
Given under my hand and official seal,	this the day of	, 2021.
	Notary Public My Commission	on Expires
CONTRACTOR:		
Insert Name		
/ Date		
State of)		
County of)		
I, whose name as signed to the foregoing in that capacity, and who day that, being informed of the contents of the forday the same bears date for and as an act of said GIVEN under my hand and seal on this the	regoing, he/she exec	euted the same voluntarily on the
	Notary Public My Commissi	on Expires

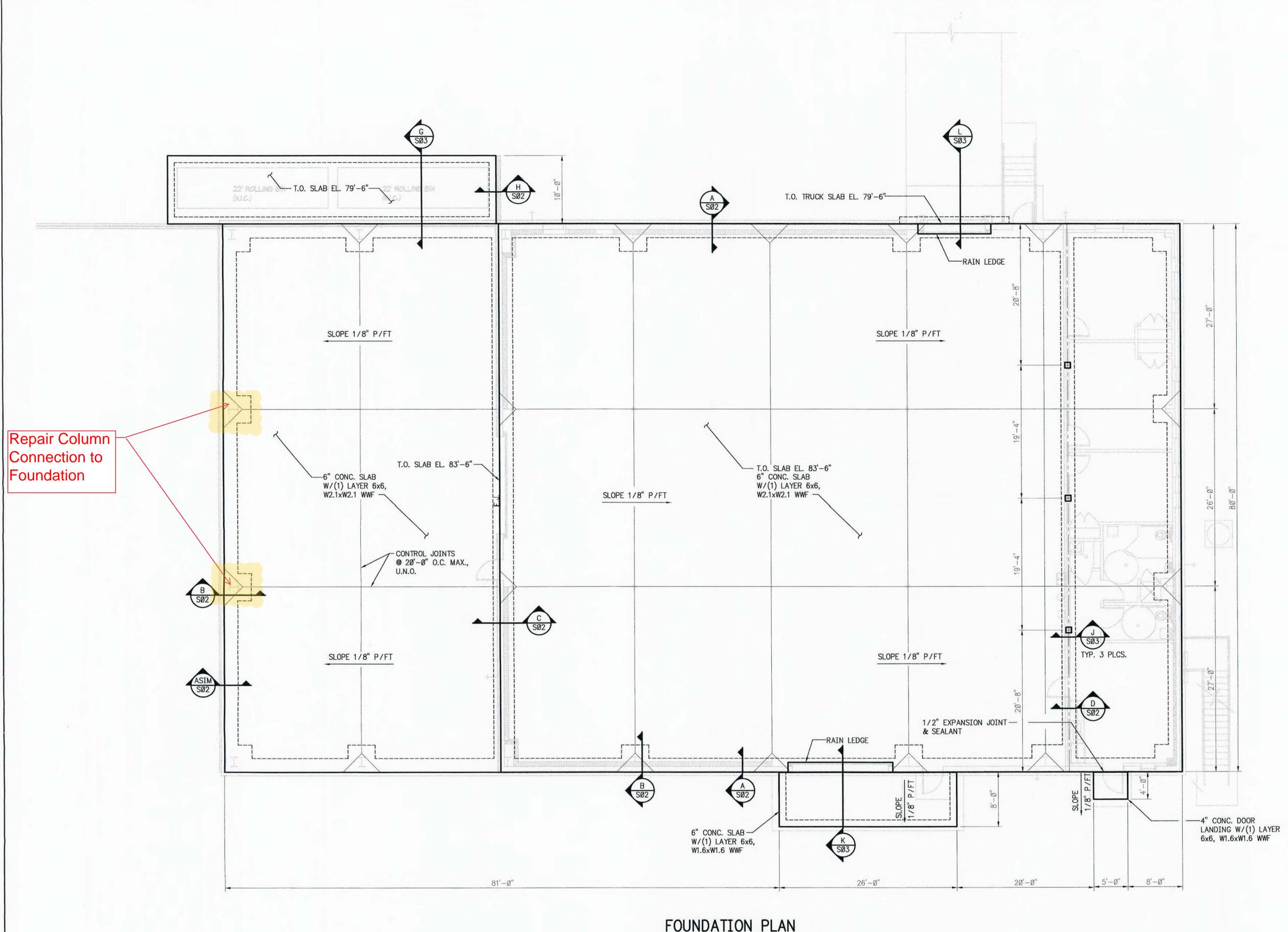




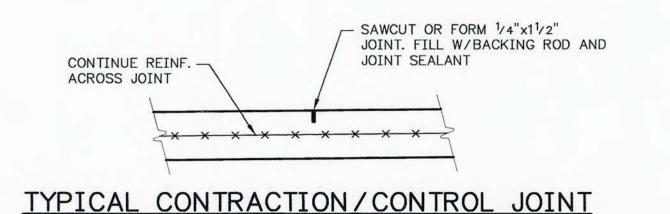








FOUNDATION PLAN SCALE: 1/8"=1'-Ø"



SCALE: N.T.S.

GENERAL NOTES:

1. THE CONTRACTOR IS TO FIELD VERIFY ALL DIMENSIONS, ELEVATIONS, AND CONDITIONS PRIOR TO CONSTRUCTION OR FABRICATION.

2. THE STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE DRAWINGS OF ALL OTHER DISCIPLINES AND ANY APPLICABLE SPECIFICATIONS. THE CONTRACTOR SHALL VERIFY THE REQUIREMENTS OF OTHER TRADES AS TO SLEEVES, HANGERS, INSERTS, ANCHORS, HOLES, AND OTHER ITEMS TO BE INCORPORATED INTO THE STRUCTURE.

3. THE STRUCTURAL DRAWINGS HEREIN REPRESENT THE FINISHED STRUCTURE. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY BRACING AND SUPPORTS REQUIRED TO ERECT AND HOLD THE STRUCTURE IN PROPER ALIGNMENT UNTIL ALL STRUCTURAL WORK, CURING, CONNECTIONS, ETC. HAVE BEEN COMPLETED. THE INVESTIGATION, DESIGN, SAFETY, ADEQUACY, AND INSPECTION OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

4. WHERE A DETAIL IS SHOWN FOR ONE CONDITION, IT SHALL APPLY FOR ALL LIKE OR SIMILAR CONDITIONS EVEN THOUGH NOT SPECIFICALLY CALLED FOR ON THE DRAWINGS.

5. WATER SHALL NOT BE ALLOWED TO COLLECT NEAR THE FOUNDATIONS OR FLOOR SLAB AREAS OF THE BUILDING EITHER DURING OR AFTER CONSTRUCTION. UNDERCUT OR EXCAVATION AREAS SHALL BE SLOPED TO ONE CORNER TO FACILITATE REMOVAL OF ANY COLLECTED GROUND WATER OR SURFACE RUNOFF.

6. ALL STEEL TO BE SUPPLIED BY AMERICAN MANUFACTURER.

GENERAL CONCRETE NOTES

 MATERIALS: A. FOUNDATION PIER & GRADE BEAM CONCRETE:

f'c = 4000 PSI @ 28 DAYS (MIN). B. COLUMN PIER & SLAB CONCRETE: f'c = 4000 PSI @ 28 DAYS (MIN).COARSE AGGREGATE OF MAXIMUM NOMINAL SIZE = 3/4". THE MAX. SIZE OF AGGREGATE SHALL NOT BE LARGER THAN ONE-FIFTH OF THE NARROWEST DIMENSION BETWEEN SIDES OF THE FORMS OF THE MEMBERS FOR WHICH CONCRETE IS TO BE USED NOR LARGER THAN 3/4 OF THE MINIMUM CLEARANCE BETWEEN INDIVIDUAL REINFORCING BARS. TOTAL AIR CONTENT BY VOLUME = 6% (±1.5%) WATER/CEMENT RATIO BY WEIGHT NOT TO EXCEED .45 $SLUMP = 4" (\pm 1")$

C. ADMIXTURES: SEE SPECIFICATIONS D. REINFORCEMENT:

REBAR: ASTM A615, GRADE 60, DEFORMED WELDED WIRE FABRIC: ASTM A185 (FLAT SHEETS ONLY, SMOOTH WIRE)

E. JOINT FILLER: VINYLFORM GRADE #300 BY SONNEBORN; CERAMAR FLEXIBLE FOAM BY W.R. MEADOWS; PLASTAZOTE BY E-POXY INDUSTRIES, INC. OR APPROVED EQUIVALENT. F. WATERSTOP: MINIMUM SIZE 3/8" THICK BY 6" WIDE

2-BULB TYPE VULCO PVC WATERSTOP OR APPROVED EQUIVALENT. G. VAPOR BARRIER: 10 MIL POLYETHYLENE SHEETING 2. CONTRACTOR SHALL INSURE THAT EXISTING FOUNDATIONS

ARE ADEQUATELY PROTECTED FROM UNDERMINING AND INSTABILITY DUE TO ADJACENT EXCAVATION FOR NEW FOOTINGS. 3. MOISTEN SUBGRADE PRIOR TO PLACING CONCRETE.

4. FOR SPECIAL WEATHER CONCRETING (HOT & COLD WEATHER CONCRETING) FOLLOW ALL APPLICABLE ACI SPECIFICATIONS

CONCRETE FINISHES: A. BROOM FINISH

1. WHEN CONCRETE HAS HARDENED SUFFICIENTLY, IT SHALL BE FLOATED TO A COMPACT AND SMOOTH SURFACE. FLOATING MAY BE ACCOMPLISHED WITH WOOD OR METAL FLOATS OR BY MECHANICAL FLOAT. 2. AFTER FLOATING IS COMPLETED AND THE CONCRETE HAS HARDENED ENOUGH SO THAT IT WILL RETAIN THE SCORING, BRUSH THE SURFACE WITH A STEEL

WIRE BROOM OR ONE MADE FROM STIFF COARSE FIBERS IN A DIRECTION TRANSVERSE TO THE DIR-ECTION OF TRAFFIC. B. STEEL TROWEL FINISH

1. AFTER FLOATING IS COMPLETED AND THE CONCRETE HAS HARDENED ENOUGH SO THAT WATER AND FINE MATERIAL ARE NOT WORKED TO THE SURFACE, THE SURFACE SHALL BE THOROUGHLY TROWELLED BY MACHINE TROWELLING WITH A MOTOR DRIVEN ROTARY TROWEL. THE MACHINE COMPACTING, HAND AND MACHINE TROWELLING OPERATIONS SHALL LEAVE A SMOOTH, HARD, IMPERVIOUS, EVEN FINISH.

C. THE HORIZONTAL SURFACES OF PUMP PADS, COLUMN PEDESTALS, TOPS OF WALLS, EQUIPMENT FOUNDATIONS REQUIRING GROUT, STAIR TREADS AND CONCRETE PADS FOR STAIRS SHALL RECEIVE A WOOD FLOAT FINISH UNLESS OTHERWISE SPECIFIED.

D. VERTICAL SURFACES OF EXPOSED AREAS ARE TO RE-CEIVE A RUBBED FINISH USING A WOOD OR STEEL FLOAT OR BURLAP TO APPLY THE GROUT. EXCESS GROUT SHALL BE REMOVED.

E. FINISHING OF EXPOSED EDGES OF CONCRETE WORK SHALL BE AS INDICATED ON THE DRAWINGS. F. DUSTING WITH ANY MATERIAL TO ABSORB SURFACE WATER IS PROHIBITED.

G. IMMEDIATELY AFTER FORMS ARE REMOVED, FILL ALL HONEYCOMB DEPRESSIONS OR OTHER VOIDS TO OBTAIN STRAIGHT AND FLUSH SURFACES. H. VERTICAL SURFACES SHALL HAVE ALL TIE HOLES AND

SURFACE IMPERFECTIONS CORRECTED WITH MORTAR. 6. CURING: APPLY LIQUID CURING COMPOUND TO HORIZONTAL SUR-FACES AS SOON AS POSSIBLE AFTER FINISHING, IN

ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

CURE VERTICAL SURFACES BY LEAVING FORMS IN PLACE

A MINIMUM OF SEVEN (7) DAYS. 7. REBAR DETAILING SHALL BE PER THE LATEST EDITION OF THE ACI BUILDING CODE AND DETAILING MANUAL.

8. CONSTRUCTION JOINTS: IN GENERAL, CONSTRUCTION JOINTS SHALL BE PLACED WHERE SHOWN ON THE DRAWINGS. JOINTS NOT SHOWN ON THE DRAWINGS SHALL BE APPROVED BY THE PROJECT ENGINEER AND SHALL BE LOCATED AND MADE SO AS TO LEAST IMPAIR THE STRENGTH OF THE STRUCTURE. ALL JOINTS SHALL BE KEYED AND DOWELED UNLESS OTHERWISE SHOWN ON THE DRAWINGS. WHERE A JOINT IS TO BE MADE, THE SURFACE OF THE CONCRETE SHALL BE THOROUGHLY CLEANED AND ALL LAITANCE REMOVED. IN ADDITION, VERTICAL JOINTS SHALL BE THOROUGHLY WETTED, AND SLUSHED WITH A COAT OF NEAT CEMENT GROUT IMMEDIATELY BE-FORE PLACING OF NEW CONCRETE.



GOODWYN, MILLS CAWOOD, INC.

ENGINEERING ARCHITECTURE LANDSCAPE ARCHITECTURE **PLANNING**

41 West I-65 Service Rd. North Suite 430 Mobile Alabama 36693 Phone: (251) 662.1947 Fax:(251) 662.1948

125 Interstate Park Drive, P O Box 3605 Montgomery Alabama 36109 Phone: (334) 271.3200 Fax: (334) 272.1566

> 1102 South 20th Street Birmingham Alabama 35205 Phone: (205) 879.4462 Fax:(205) 879.4493

BALDWIN COUNTY HOUSEHOLD WASTE COLLECTION **FACILITY**

> SUMMERDALE, **ALABAMA**

BALDWIN CO. # WG04-59 GM & C JOB 3-4-002



issue date Construction 26AUG04

> FOUNDATION PLAN

drawn by: RDM/MSK



Baldwin County Commission

Agenda Action Form

File #: 21-0425, Version: 1 Item #: BE7

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Wanda Gautney, Purchasing Director/Teddy Faust, Revenue Commissioner/Dr. Brian Pierce,

Coroner

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Lease of Copy Machines for the Baldwin County Revenue Commission Offices Located at the Fairhope and Foley Satellite Courthouses and the Coroner's Office Located in Robertsdale

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 on the date of full execution as follows:

Location: Revenue Commission Office - Fairhope Satellite Courthouse

Model: MX-M3551 Price: \$93.97

Excess Charge/copy: \$0.0055 BW

Location: Revenue Commission Office - Foley Satellite Courthouse

Model: MX-M3551 Price: \$95.78

Excess Charge/copy: \$0.0055 BW

Location: Baldwin County Coroner's Office

Model: MX-5071 Price: \$197.96

Excess Charge/copy: \$0.0054 BW, \$0.0400 Color

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The lease agreements for the copy machines currently in use at the Fairhope and Foley Revenue Commission Offices and the Baldwin County Coroner's Office have ended. Sharp Electronics Corporation has submitted rental agreements for three (3) new copy machines that will be

File #: 21-0425, Version: 1 Item #: BE7

leased off the State of Alabama Contract. The proposed rental agreements are for a period of thirty-six (36) months and will include all supplies, toner and developer. Baldwin County is paying a total of \$387.71 per month for the three (3) copy machines currently in use, and this amount would remain the same for the three (3) new machines under the proposed rental agreements.

FINANCIAL IMPACT

Total cost of recommendation: \$387.71 per month

Budget line item(s) to be used: 51600.5223; 52400.5223

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: 02/02/2021

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

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

Letter to Vendor

Additional instructions/notes: N/A

Order# B317

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:	SHIP TO:
Baldwin County Commission	Baldwin County Revenue Commission
312 Courthouse Square Suite 11	Fairhope Office
Bay Minette, AL 36507	1100 Fairhope Ave
	Fairhope, AL 36532
TELEPHONE # 251-580-1911	TELEPHONE # (251) 928-3002
Contact: Sherry Smith	Contact: Angela Cometti
DATE	BEGINNING METER READ
TERM: 3 YR. Agreement under Contract # 140603-AL-06	er the provisions of State of Alabama
RATE: Monthly Base Charge: \$93.97	Copies N/A Excess Charge Included N/A Per Copy \$ BW \$.0055
3 Yr Equip. Total \$3,382.92 Note: Per the terms and conditions of the AL	contract, the applicable local usage tax has been added to the monthly paymen

MFG	MODEL	SERIAL#	LOCATION	METER
SHARP	MX-M3551			
	MX-FN27N			
	MX-DE25N			
		REPLACES S/N #85004911		
		_		

(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 (finecessary). 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 WOOL	Wrushey/	TITLE	Senior Government Account Manager	DATE 1/14/2021
	/			• •

Order#	B316
- ·· · · ·	

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	10:		SHIP TO:		
Baldwin	County Commission	1	Baldwin County Revenue Commis	sion	
312 Cou	rthouse Square Suite	11	Foley Office		
Bay Min	ette, AL 36507		201 East Section Ave.		
			Foley, AL 36535		
TELEP	HONE # 251-580-1	911	TELEPHONE # (251) 943-5061		
Conta	ct: Sherry Smith		Contact: Manell Cox		
DATE			BEGINNING METER READ		
TERN Contra	1: 3 YR. Agree act # 140603-AL	ment under the p -06	rovisions of State of Ala	bama	
RATE	: Monthly Base Charge:	Copies \$95.78 Included	BW \$.0	0055	
	3 Yr Equip. Total Note: Per the terms and		pplicable local usage tax has been added to the I	nonthly payment	
MFG	MODEL	SERIAL#	LOCATION	METER	
SHARP	MX-M3551				
	MX-FN27N				
	MX-DE25N				
		REPLACES S/N #85004971			
	<u> </u>				
		<u> </u>		<u> </u>	

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples, it is expressly agreed upon by both parties that <u>only</u> 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 repeir 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 1	Wronylei	TITLE	Senior Government Account Manager	DATE 1/17/305/

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:	SHIP TO:		
Baldwin County Commission	Baldwin County Coroner		
312 Courthouse Square Suite 11	18126B County Road 54		
Bay Minette, AL 36507	Robertsdale, AL 36567		
TELEPHONE # 251-580-1911	TELEPHONE # (251) 970-4051		
Contact: Sherry Smith	Contact: Brandy Byrd		
DATE	BEGINNING METER READ		
TERM: 3 YR. Agreement under Contract # 140603-AL-06	er the provisions of State of Alabama		
RATE: Monthly Base Charge: \$197.96	Copies Excess Charge Included Per Copy \$ BW \$.0054 CLR \$.0400		
3 Yr Equip. Total \$7,126.56 Note: Per the terms and conditions of the AL	. contract, the applicable local usage tax has been added to the monthly payment		

MFG	MODEL	SERIAL#	LOCATION	METER
SHARP	MX-5071			
	MX-FN27N			
	MX-DE27N			
	MX-FX15			
		REPLACES S/N #7511259X		

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that <u>only</u> 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	MWonthy	_tmle	Senior Government Account Manager	DATE 1/14/2	102/
	//				



Baldwin County Commission

Agenda Action Form

File #: 21-0426, Version: 1 Item #: BE8

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Wanda Gautney, Purchasing Director/Cliff McCollum, Legislative Delegation Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Lease of One (1) Copy Machine for the Baldwin County Legislative Delegation located at Baldwin County Legislative Delegation Office, Fairhope Satellite Courthouse, 2nd Floor

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the rental agreement with **Sharp Electronics Corporation** for the rental of one (1) new copy machine off the State of Alabama bid for thirty-six (36) months effective on the date of full execution as follows:

Location: Baldwin County Legislative Delegation Office, Fairhope Satellite Courthouse, 2nd

Floor

Model: MX-3071

Price: \$114.07 per month

Excess Charge/copy: \$0.0079 BW, \$0.0450 Color

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Legislative Delegation Office has requested a copy machine for Senator Chris Elliott's office located on the 2nd floor of the Fairhope Satellite Courthouse. Sharp Electronics Corporation has submitted a rental agreement for the copy machine that will be leased off the State of Alabama Contract. The proposed rental agreement is for a period of thirty-six (36) months and will include all supplies, toner and developer. The cost proposal for the copy machine is \$114.07 per month.

FINANCIAL IMPACT

Total cost of recommendation: \$114.07 per month

Budget line item(s) to be used: 51904.5233

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: 02/02/2021

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

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

Additional instructions/notes: N/A

Order#	B318	

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

QUID TO.

BILL TO.

	,		Jim 10.					
Baldwin County Commission			Baldwin County Courthouse 2nd Floor					
312 Courthouse Square Suite 11			Office of Senator Chris Elliott					
Bay Minette, AL 36507			1100 Fairhope Ave					
			Fairhope, AL 36532					
TELEPH	ONE # <u>251-580-19</u>	911	TELEPHONE # (251) 300-0974 or (251)	990-4615				
Contact	: Sherry Smith		Contact: Cliff McCollum					
DATE_		_	BEGINNING METER READ					
	3 YR. Agreer t # 140603-AL-		r the provisions of State of Alabama					
RATE:	Monthly Base Charge:	Copie 114.07 Includ	es N/A Excess Charge ed Per Copy \$ BW \$.00	79 CLR \$.0450				
3	Yr Equip. Total 5							
			e applicable local usage tax has been added to the	monthly payment				
MFG	MODEL	SERIAL#	LOCATION	METER				
HARP	MX-3071							
	MX-TU16							
·	MX-DE25N							
				 				
	<u>. </u>			<u> </u>				

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that <u>only</u> 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 meintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE			TITL	E	_DATE
LESSOR	Mille h	/r anosbef	TITL	Senior Government Account Menager	DATE 1/14/2021



Baldwin County Commission

Agenda Action Form

File #: 21-0449, Version: 1 Item #: BE9

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

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

Construction Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

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

STAFF RECOMMENDATION

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

BACKGROUND INFORMATION

Previous Commission action/date:

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

Background: Bids were opened in the Purchasing Conference Room on January 20, 2021 at 10:00 a.m. Four (4) bids were received. The lowest bid was received from John G. Walton Construction Co., Inc., in the bid amount of \$2,182,521.58 for Alternate 1 (all labor and materials). The Baldwin County Engineer, Joey Nunnally, has reviewed the bid responses and has submitted the certified Bid Tabulation and a letter recommending that the bid be awarded to the lowest bidder for Alternate 1, John G. Walton Construction Co., Inc., for both groups. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: \$2,182,521.58

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

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

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

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

Letter to Bidders

Additional instructions/notes: N/A



BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220 SILVERHILL, ALABAMA 36576 TELEPHONE: (251) 937-0371 FAX (251) 937-0201 JOEY NUNNALLY, P.E. COUNTY ENGINEER

January 21, 2021

Baldwin County Commission 312 Courthouse Square Bay Minette, AL 36507

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

Dear Commissioners:

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

John G. Walton Construction Co. Inc. was the low bidder under Alternative 1 (All labor and Materials) with a bid of \$2,182,521.58. They had a mathematical error that resulted in a reduction of \$586.12 from the submitted bid. The total cost for BCR-2021-3 and BCR-2021-3RA was estimated to be around \$2,434,349.

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

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

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

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

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

Sincerely,

Joey Nunnally, P.E. County Engineer

JN/sp/sa

ATTACHMENT

cc:File

	Indexed Asphalt Cost:	Ammor	ns & Blackmon	Mo	bile Asphalt	John	n G. Walton	Н.0	O. Weaver
Alternate 1 - Twenty three Roads - All Labor and Material	N/A	TOTAL:	No Bid	TOTAL:	No Bid	TOTAL:	\$ 2,182,521.58	TOTAL:	\$ 2,412,569.2
Alternate 2 - Twenty three Roads - All Labor and Material Except County Shall	\$ 1,847,743.23	Lay Down:	\$ 437,969.66	Lay Down:	\$ 477,356.19	Lay Down:	\$ -	Lay Down:	\$ -
Provide Plant Mix		TOTAL:	\$ 2,285,712.89	TOTAL:	\$ 2,325,099.42	TOTAL:	No Bid	TOTAL:	No Bid
	Bid Bond Included	Ι	Yes		Yes		Yes	Г	Yes
	Contract Included		Yes		Yes		Yes	 	Yes

Lowest Bid Amount

Alternate 1 (All Labor and Material) \$ 2,182,521.58 John G. Walton Construction Co. Inc. was the lowest bidder

ENGINEER'S CERTIFICATE:

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

Joey Nunnally, P.E.

Date

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

^{*} The low bidder is John G. Walton, they had a mathematical error in their bid proposal. The error was in the amount of a reduction of (\$586.12) from Group 3 bid total.

ITEM IX

CONTRACT FOR CONSTRUCTION SERVICES

State of Alabama)
County of Baldwin)

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

WITNESSETH:

Whereas, the Baldwin County Commission at its 02/02/2021 meeting awarded the bid for the resurfacing of several Baldwin County road projects hereinafter referred to as **BALDWIN**COUNTY RESURFACING PROJECTS 2021: Group # 3/BCR-2021-3 to

John G. Walton Construction Co. Inc., in the amount of EIGHT HUNDRED THIRTY-FIVE

THOUSAND NINE HUNDRED EIGHTY-NINE DOLLARS AND SEVETY-THREE CENTS (\$835,989.73) with a completion time of **THIRTY (30) WORKING DAYS**.

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

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

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

copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at

the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: John G. Walton Construction Co., Inc.

P.O. Box 81222

Mobile, Alabama 36689

COUNTY: Baldwin County

Commission c/o Chairman 322 Courthouse Square

Suite 12

Bay Minette, AL 36507

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

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

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

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

ATTACHMENTS:

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

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

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

XVI. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation subject to the terms set out below.
- XVII. <u>Termination of Services</u>. The COUNTY may terminate this Contract, with or without cause or reason, by giving fifteen (15) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

- XVIII. <u>Compensation Limited</u>. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.
 - XIX. <u>Direct Expenses</u>. Compensation to PROVIDER for work shall be paid on contract unit prices for work completed by Provider upon approval of the County Engineer. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services
 - XX. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment

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

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

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

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

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

which are equally valid as an original.

- XXV. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVI. Insurance. The Provider shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. (Note: The Provider shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)
- XXVII. <u>Surety</u>. As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:
 - A. <u>Acceptance of Surety</u>. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the term of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.
 - B. Value of Surety. The bond and/or surety guarantee shall be of an amount equal

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

- C. <u>Term of Surety</u>. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract or as set forth in the Project Bid Requirements. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.
- D. <u>Scope of the Surety</u>. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent, and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

XXVIII. Liquidated Damages

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

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

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

- "(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . . §39-1-1(f) Code of Alabama (1975), as amended.
- "(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the

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

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

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

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

COUNTY BALDWIN COUNT	TY COMMISSION	ATTEST:				
Chairman	// /Date	County Administrator	/ /Date			
	, 2 4 4	200000 1200000000	, 2 444			
PROVIDER:	,					
	:					
By	/Date					
Its						

NOTARY PAGE TO FOLLOW:

State of Alabama)								
County of Baldwin)								
I,, No	tary Public in and for said County and State,							
hereby certify that	_, as Chairman of the Baldwin County							
Commission, and								
Baldwin County Commission, whose names are signed to the foregoing in that capacit								
who are known to me, acknowledged before me on	this day that, being informed of the contents							
of the foregoing, they executed the same voluntarily	on the day the same bears date for and as an							
act of the Baldwin County Commission.								
GIVEN under my hand and seal on this the	, day of, 20							
	Notary Public							
	My Commission Expires:							
State of Alabama) County of)								
I,, No								
State, hereby certify that	of							
, a	whose name is signed to							
the foregoing in that capacity, ad who is known to m	e, acknowledged before me on this day that,							
being informed of the contents of the foregoing, he	she executed the same voluntarily on the							
day the same bears date for and as an act of said	<u>_</u> .							
GIVEN under my hand and seal on this th	e, 20							
	Notary Public							
	My Commission Expires:							

ITEM IX

CONTRACT FOR CONSTRUCTION SERVICES

State of Alabama)
County of Baldwin)

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

WITNESSETH:

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

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

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

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

copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at

the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: John G Walton Construction Co., Inc.

P.O. Box 81222 Mobile, Al 36689

COUNTY: Baldwin County

Commission c/o Chairman 322 Courthouse Square

Suite 12

Bay Minette, AL 36507

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

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

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

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

ATTACHMENTS:

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

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

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

XVI. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation subject to the terms set out below.
- XVII. <u>Termination of Services</u>. The COUNTY may terminate this Contract, with or without cause or reason, by giving fifteen (15) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

- XVIII. <u>Compensation Limited</u>. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.
 - XIX. <u>Direct Expenses</u>. Compensation to PROVIDER for work shall be paid on contract unit prices for work completed by Provider upon approval of the County Engineer. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services
 - XX. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment

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

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

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

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

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

which are equally valid as an original.

- XXV. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVI. Insurance. The Provider shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. (Note: The Provider shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)
- XXVII. <u>Surety</u>. As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:
 - A. <u>Acceptance of Surety</u>. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the term of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.
 - B. <u>Value of Surety</u>. The bond and/or surety guarantee shall be of an amount equal

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

- C. <u>Term of Surety</u>. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract or as set forth in the Project Bid Requirements. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.
- D. <u>Scope of the Surety</u>. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent, and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

XXVIII. <u>Liquidated Damages</u>

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

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

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

- "(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published §39-1-1(f) Code of Alabama (1975), as amended.
- "(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the

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

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

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

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

COUNTY BALDWIN COUNT	Y COMMISSION	ATTEST:			
	/		/		
Chairman	/Date	County Administrator	/Date		
PROVIDER:					
	:				
By	/Date				
Ite					

NOTARY PAGE TO FOLLOW:

State of Alabama)							
County of Baldwin)							
Ι,,	Notary Public in and for said Con	unty and State,					
hereby certify that, as Chairman of the Baldwin Count							
Commission, and							
Baldwin County Commission, whose names are		= -					
who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date for and as an							
GIVEN under my hand and seal on this the	day of	, 20					
	Notary Public						
	My Commission Expires:						
State of Alabama) County of	Notary Public in and for said Co	ounty and					
State, hereby certify that	, as	of					
, a	whose name	is signed to					
the foregoing in that capacity, ad who is known to being informed of the contents of the foregoing, day the same bears date for and as an act of said	o me, acknowledged before me on he/she executed the same volunta	this day that,					
GIVEN under my hand and seal on this	s theday of	, 20					
	Notary Public						
My Commission Expires:							



The Birmingham News

LEGAL AFFIDAVIT

AD#: 0009827183

Total

\$3,465.00

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 Ason the regula public newspaper published in the city of Birmingham, with general circulation in Jefferson County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

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

Principal Clerk of the Publisher

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

Notary Public

ITEM I

ADVERTISEMENT FOR BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Joe Davis, III Chairman, Baldwin County Commission

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

A9527183-01



Press Register LEGAL AFFIDAVIT

AD#: 0009826832

Total

\$1,152.79

State of Alabama,) ss

County of Mobile)

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

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

Principal Clerk of the Publisher

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

Notary Public

ADVERTISEMENT FOR BIDS Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama 36507, until 10:00 AM on January 20, 2021, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows BALDWIN COUNTY RESURFACING PROJECTS 2021: Group # 3/BCR-2021-3 HW21082000 GILLEY RD FROM CR-93 TO EOM HW21045000 FAIRCLOTH RD FROM CR-91 TO JONES RD HW21040000 SCHOEN RD FROM BREMAN RD TO EOM HW21046000 WESLEY PATE RD FROM CR-87 TO EOM HW21041000 CHATELAINE RD FROM CR-87 TO EOM HW21039000 CRAWFORD RD FROM CR-20 HW21036000 OAK RD WEST FROM SR-59 WEST FOR 1.46 MILES HW21037000 CR-6 FROM CR-4 TO OAK RD HW21038000 LACEY CIR FROM CR-32 TO

HW21047000 MILLER PIT RD FROM CR-9 TO EOM HW21048000 HONEY RD FROM CR-9 TO EOM HW21049000 HONEY RD EXT FROM HONEY RD TO EOM

HW21049000 HONEY RD EXT FROM HONEY RD TO EOM HW21050000 SINGLETON LN FROM JUNIPER LN TO EOM HW21052000 JUNIPER LN FROM CR-9 TO

HW21051000 WRANGLER RD FROM JUNIPER LN TO EOM HW21053000 SOUTHWORTH RD FROM CR-

HW21060000 OAK HILL DR FROM UNDERWOOD RD TO EOM

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

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



BALDWIN COUNTY RESURFACING PROJECTS
2021: Group # 3RA/BCR-2021-3RA
HW21089000 BREMAN RD
FROM FRANK RD TO US-98
HW21080000 FRANK RD FROM CR-87 TO
CR-95
HW21085000 CR-20 S
FROM HICKORY ST S TO SR-59
HW21087000 CR-83 FROM CR-32 TO CR-36
HW21088000 CR-32 FROM FISH RIVE TO
SR-59
HW21086000 CR-55 FROM CR-32 TO SR-104
The actimated total tapages of intuminals

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

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

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

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

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

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

Citizen Protection Act, commonly referred to as the Immigration Act

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

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

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

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

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

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

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

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama. COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA Joe Davis, III Chairman, Baldwin County Commission PRESS REGISTER December 25, 2020, January 1, 8, 2021

eren^T

choose to know

Hontgomery Advertiser

Daily-Montgomery, Montgomery County, AL

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

Acct #: MGM-129185

PROOF OF PUBLICATION

State of Alabama

County of Montgomery:

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

Ad Number: GC10558196

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

MGM-Montgomery Advertiser

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

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

Now due on said account is \$5,884.32

Legal Clerk

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

Whilen allen

Notary Public, State of Wisconsin, County of Brown

My Commission expires

SHELLY HORA Notary Public State of Wisconsin

ITEM I ADVERTISEMENT FOR DIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Lity Annette, Alabama a 5507, until 10,00 AM on January 20, 2021, and then publicly opened for furnishing all labor and materials and performing all work required

by Baldwin County and described as Inflows

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

HW21082000 GILLEY RD	FROM	CR-93 TO EOM
HW21045000 FAIRCLOTH RD	FROM	CR-91 TO JONES RD
HW21040000 SCHOEN RD	FROM	BREMAN RD TO EOM
HW21046000 · WESLEY PATE RD	FROM	CR-87 TO EOM
HW21041000 CHATELAINE RD	FROM	CR-87 TO EOM
HW21039000 CRAWFORD RD	FROM	CR-20 TO EOM
HW21036000 OAK RD WEST	FROM	SR-59 WEST FOR 1.46
Time to a second	1	MILES
HW21037000 CR-6	FROM	CR-4 TO OAK RD WEST
HW21038000 LACEY CIR	FROM	CR-32 TO EOM
HW21047000 MILLER PIT RD	FROM	CR-9 TO EOM
HW21048000 HONEY RD	FROM	CR-9 TO FOM
HW21049000 HONEY RD EXT	FROM	HONEY RD TO FOM
HW21050000 SINGLETON LN	FROM	JUNIPER LN TO EOM
************	+	CR-9 TO FOM
HW21052000 JUNIPER LN	* FROM	+
HW21051000 WRANGLER RD	FROM	JUNIPER LN TO EOM
HW21053000 SOUTHWORTH RD	FROM	CR-9 TO EOM
HW21060000 OAK HILL DR	FROM	UNDERWOOD RD TO EON

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

BALDWIN COUNTY RESURFACING PROJECTS 2021; Group # 3RA/BGB-2021-

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

The estimated total tennage of bituminous plant mix for Group 3RA is approximately 21,047 tons. Details concerning those roads and a map of their locations are included within the Contract Documents. The construction start date will be on or about April 1,201,1 the Contractor wishes to begin work early, approval from Batdwin County must be obtained first.

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

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

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

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

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

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

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

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

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

Specifications are on life and may be obtained in the office of the Baldwin County Highway Department, 22070 State Highway 59. Central Annex II 3rd Floor, Plans and specifications may be obtained by contacting Eric Edwards at eric edwards to contractors under the contractors are celewards. EXE2919. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

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

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

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

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Joe Davis, III Chairman. Baldwin County Commission



Baldwin County Commission

Agenda Action Form

File #: 21-0415, Version: 1 Item #: BE10

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

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

Construction Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Project No. STPLL-0219(254) BCP #0222319 - Addition of Paved Shoulders on County Road 99 from Carrier Drive to Spanish Cove Drive South for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for Project No. STPLL-0219(254) BCP #0222319 - Addition of Paved Shoulders on County Road 99 from Carrier Drive to Spanish Cove Drive South to **Ammons & Blackmon Construction**, **LLC**, **Bid Amount \$361,672.10**; **Construction Time: 60 working days**; and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Previous Commission action/date:

<u>07/21/2020 meeting</u>: 1) Approved the Purchasing Director to place a competitive bid for the County Road 99 Shoulder Widening Project; and 2) Approve the Chairman to execute any project related documents.

Background: Bids were opened in the Purchasing Conference Room on January 11, 2021, at 2:00 p.m. Five (5) bids were received. The lowest bid was received from Ammons & Blackmon Construction, LLC, in the bid amount of \$361,672.10. The Baldwin County Engineer, Joey Nunnally, and the Alabama Department of Transportation has reviewed the bid responses and has submitted the certified Bid Tabulation and letters recommending that the bid be awarded to the lowest bidder, Ammons & Blackmon, Construction, LLC, in the amount of \$361,672.10. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: \$361,672.10 - based on prior agenda actions 80% to be covered by the Florida-Alabama Transportation Planning Organization and 20% to be covered by BCC

Budget line item(s) to be used: 0222319.5150

If this is not a budgeted expenditure, does the recommendation create a need for funding? \$100,000.00 was budgeted in Fiscal Year 2020. Of that \$100,000.00, \$50,608.90 has been expended.

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: 02/02/2021

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

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

Additional instructions/notes: N/A



BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220 SILVERHILL, ALABAMA 36576

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

JOEY NUNNALLY, P.E. **COUNTY ENGINEER**

January 12, 2021

Baldwin County Commission 312 Courthouse Square Bay Minette, AL 36507

RE: STPLL-0219(254)

BCP 0222319

ADD PAVED SHOULDERS ON CR-99 FROM

CARRIER DRIVE TO SPANISH COVE DRIVE SOUTH

AREA 300

Dear Commissioners:

My office has thoroughly reviewed the bids taken on January 11, 2021 for the above referenced project. Five (5) bids were received from contractors. Ammons and Blackmon Construction was the low bidder of \$ 361,672.10.

Upon inspection, it was determined that the low bidder had no errors in their proposal. One bidder had a multiplication error but did not affect the outcome of the bid winner. Each bid package has been reviewed for the inclusion of the appropriate bid bond.

Based on this information, it is my recommendation that the Baldwin County Commission award this contract to the lowest bidder, Ammons and Blackmon Construction.

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

Sincerely,

Joey Munnally, P.E.

COUNTY ENGINEER

JN/js

BID OPENING:	Monday January 11,2021												
	STPLL-0219(254) Add Paved Shoulders on CR-99 AMMONS & BLACKMON CN			ARRINGTON CURB	& EXCAVATION	BALDWIN COLIN	NTY CONSTRUCTION	IOHN	G. WALTON	MCELHENNEY CO	MSTRUCTION		
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
201A-002	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$4000) (APPROXIMATELY 1 ACRE)	1	LS	4,000.00	4,000.00	4,842,10	4.842.10	4,000.00	4,000.00	5,419.18	5,419,18	3,685.65	3,685.65
206D-000	REMOVING PIPE	24	LF	20.00	480.00	17.30	415.20	21.00	504.00	21.29	510.96	28.55	685.20
206E-000	REMOVING HEADWALLS	1	EA	1,030.00	1,030.00	750.00	750.00	315.00	315.00	118.28	118.28	685.24	685.24
210A-000	UNCLASSIFIED EXCAVATION	120	CY	11.25	1,350.00	34.50	4.140.00	23.00	2.760.00	42.68	5.121.60	19.16	2,299.20
210D-021	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-4 OR BETTER)	1200	CY	11.60	13,920.00	20.60	24,720.00	21.00	25,200.00	47.43	56,916.00	21.31	25,572.00
210E-000	BORROW EXCAVATION (UNDERWATER BACKFILL)	50	CY	36.30	1,815.00	95.30	4,765.00	36.00	1,800.00	27.50	1,375.00	30.83	1,541.50
214A-000	STRUCTURE EXCAVATION	43	CY	17.60	756.80	85.40	3,672.20	30.00	1,290.00	35.80	1.539.40	11.90	511.70
214B-001	FOUNDATION BACKFILL, COMMERCIAL	21	CY	80.00	1,680.00	165.70	3,479.70	100.00	2,100.00	96.46	2,025.66	73.80	1,549.80
230A-000	ROADBED PROCESSING	61	RB ST	500.00	30,500.00	330.50	20,160.50	367.50	22,417.50	435.92	26,591.12	1,081,59	65,976.99
405A-000	TACK COAT	390	GALL	5.70	2,223.00	4.80	1,872.00	4.32	1,684.80	3.71	1,446.90	4.73	1,844.70
407B-000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	1	MI	1,979.00	1,979.00	275.00	275.00	270.00	270.00	222.30	222.30	295.79	295.79
424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	406	TON	103.60	42,061.60	137.50	55,825.00	134.00	54,404.00	106.52	43,247.12	147.89	60,043.34
424B-653	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING ,1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	10	TON	216.80	2,168.00	233.20	2,332.00	162.00	1,620.00	134.02	1,340.20	212.51	2,125.10
424C-370	SUPERPAVE BITUMINOUS CONCRETE BASE LAYER, WIDENING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	902	TON	125.20	112,930.40	118.80	107,157.60	115.02	103,748.04	85.54	77,157.08	127.78	115,257.56
428A-001	SCORING BITUMINOUS PAVEMENT SURFACE	2	MI	2,112.00	4,224.00	440.00	880.00	2,200.00	4,400.00	1,543,63	3.087.26	473.26	946.52
530A-001	18" ROADWAY PIPE (CLASS 3 R.C.)	4	LF	188.00	752.00	251.10	1,004.40	210.00	840.00	228.48	913.92	253.80	1,015.20
530A-101	18" ROADWAY PIPE (CLASS 3 R.C.) (EXTENSION)	18	LF	61.45	1,106.10	67.20	1,209.60	99.00	1,782.00	152.32	2,741.76	148.93	2,680.74
530A-103	30" ROADWAY PIPE (CLASS 3 R.C.) (EXTENSION)	6	LF	153.30	919.80	195.10	1,170.60	152.00	912.00	178.23	1,069.38	211.53	1,269.18
530A-108	60" ROADWAY PIPE (CLASS 3 R.C.) (EXTENSION)	16	LF	228.45	3,655.20	375.00	6,000.00	352.00	5,632.00	296.62	4,745.92	410.58	6,569.28
600A-000	MOBILIZATION	1	LS	21,105.50	21,105.50	42,180.00	42,180.00	37,800.00	37,800.00	41,397.76	41,397.76	36,708.30	36,708.30
610A-015	LOOSE RIPRAP, CLASS 2 (REMOVE & RELOCATE)	8	SY	65.00	520.00	124.50	996.00	250.00	2,000.00	155.79	1,246.32	113.03	904.24
610D-003	FILTER BLANKET, GEOTEXTILE	632	SY	2.50	1,580.00	2.40	1,516.80	2.65	1,674.80	4.57	2,888.24	3.87	2,445.84
619A-002	18" ROADWAY PIPE END TREATMENT, CLASS 1	2	EA	2,500.00	5,000.00	2,280.00	4,560.00	1,000.00	2,000.00	1,004.69	2,009.38	1,594.67	3,189.34
619A-004	30" ROADWAY PIPE END TREATMENT, CLASS 1	1	EA	3,000.00	3,000.00	3,120.00	3,120.00	1,500.00	1,500.00	1,702.83	1,702.83	2,692.97	2,692.97
619A-209	60" ROADWAY PIPE END TREATMENT, CLASS 1 (DOUBLE LINE)	1	EA	12,200.00	12,200.00	8,820.00	8,820.00	6,850.00	6,850.00	5,322.07	5,322.07	6,109.50	6,109.50
620A-000	MINOR STRUCTURE CONCRETE	3	CY	1,500.00	4,500.00	1,008.00	3,024.00	1,400.00	4,200.00	3,037.30	9,111.90	722.51	2,167.53
621C-109	INLETS, TYPE PD	1	EA	6,693.00	6,693.00	5,988.00	5,988.00	3,500.00	3,500.00	5,573.19	5,573.19	6,535.85	6,535.85
630A-001	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	175	LF	34.00	5,950.00	29.40	5,145.00	26.46	4,630.50	27.27	4,772.25	28.99	5,073.25
630C-050	GUARDRAIL END ANCHOR, TYPE 20 SERIES	2	EA	3,680.00	7,360.00	3,600.00	7,200.00	3,240.00	6,480.00	3,339.00	6,678.00	3,549.46	7,098.92
650A-000 652A-100	TOPSOIL SEEDING	325	CY	16.00	5,200.00	34.50	11,212.50	18.00	5,850.00	32.36	10,517.00	35.38	11,498.50
		1	AC	1,300.00	1,300.00	1,320.00	1,320.00	1,837.50	1,837.50	1,391.25	1,391.25	1,559.26	1,559.26
654A-001 656A-010	SOLID SODDING (BERMUDA) MULCHING	1225	SY	5.50	6,737.50	4.60	5,635.00	4.75	5,818.75	4.45	5,451.25	7.15	8,758.75
665A-000	TEMPORARY SEEDING	1	AC	1,300.00	1,300.00	1,100.00	1,100.00	1,050.00	1,050.00	946.05	946.05	680.78	680.78
665B-001	TEMPORARY MULCHING	1	AC	1,100.00	1,100.00	880.00	880.00	1,200.00	1,200.00	946.05	946.05	1,529.68	1,529.68
665E-000	POLYETHYLENE	3	TON	600.00	1,800.00	357.50	1,072.50	525.00	1,575.00	361.73	1,085.19	749.85	2,249.55
665J-002	SILT FENCE	500	SY	2.00	1,000.00	2.20	1,100.00	1.50	750.00	1.11	555.00	2.36	1,180.00
665O-001	SILT FENCE REMOVAL	2400	LF	4.00	9,600.00	3.90	9,360.00	4.40	10,560.00	3.45		3.80	9,120.00
665P-005	INLET PROTECTION STAGE 3 OR 4	2400	LF	1.00	2,400.00	0.80	1,920.00	1.05	2,520.00	1.11		1.26	3,024.00
665Q-002	WATTLE	1 000	EA	400.00	400.00	385.00	385.00	525.00	525.00	500.85		715.81	715.81
680A-001	GEOMETRIC CONTROLS	900	LF	7.00	6,300.00	8.80	7,920.00	7.00	6,300.00	7.23		8.30	7,470.00
701A-227	SOLID WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE (5" WIDE)	1	LS	3,500.00	3,500.00	4,260.00	4,260.00	10,500.00	10,500.00	4,988.61	4,988.61	9,487.52	9,487.52
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	120	MI SF	3,600.00	7,200.00	3,300.00	6,600.00	3,400.00	6,800.00	5,876.64	11,753.28	6,247.04	12,494.08
703C-001	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PLASTIC)	161	SF SF	7.00	840.00	5.50	660.00	6.00	720.00	4.45		4.73	567.60
705A-002	PAVEMENT MARKERS, CLASS A, TYPE 2-A	225	-	3.00	483.00	3.30	531.30	4.00	644.00	2.23		2.37	381.57
740B-000	CONSTRUCTION SIGNS		EA SF	8.00	1,800.00	5.50	1,237.50	6.00	1,350.00	3.34		3.55	798.75
740D-000	CHANNELIZING DRUMS	276 150	EA EA	17.20	4,747.20	9.30	2,566.80	10.00	2,760.00	9.46		9.96	2,748.96
740E-000	CONES (36 INCHES HIGH)	50	EA	55.00	8,250.00	37.40	5,610.00	52.50	7,875.00	69.16		39.04	5,856.00
740M-001	BALLAST FOR CONE	50	EA	27.60 17.50	1,380.00	12.70	635.00	21.00	1,050.00	0.01	0.50	13.69	684.50
	12,22,3, 20,22,32	30	EA	TOTAL BID	\$361.672.10	5.50	275.00	2.10	105.00	0.01		0.01	0.50
				I U I AL BID	\$301,072.10	TOTAL BID	\$391,501.30	TOTAL BID	\$376,104.89	TOTAL BID	\$386,507.00	TOTAL BID	\$448,286.24

THERE WAS ONE MULTIPLICATION ERROR IN THE MCELHENNEY CONSTRUCTION BID, BUT DID NOT CHANGE THE LOW BIDDER

ENGINEER'S CERTIFICATE

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

Joey Nunnally, P.E



ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION OFFICE OF REGION ENGINEER 1701 I-65 WEST SERVICE ROAD NORTH **MOBILE, ALABAMA 36618-1109**

TELEPHONE: (251) 470-8200 FAX (251) 473-3624



John R. Cooper TRANSPORTATION DIRECTOR

Kav Ivev GOVERNOR

January 13, 2021

Mr. Joey Nunnally, P.E., County Engineer Baldwin County Highway Department Post Office Box 220 Silverhill, Alabama 36576

Dear Mr. Nunnally:

Re: Project No. STPLL-0219(254)

Add Paved Shoulders on CR-99 from Carrier Drive to Spanish Cove Drive South

Baldwin County

ALDOT has reviewed the bid tabulation for the above-referenced project and concurs with your letter of January 12, 2021 to award the project to Ammons and Blackmon Construction. Please advise my office when the pre-construction conference is scheduled.

If we may be of further assistance, please let us know.

Sincerely,

MATTHEW J. ERICKSEN, P.E., REGION ENGINEER

By: Thomas W. Goodman, Jr., P.E.

Local Transportation Engineer - Mobile

TWG/

c: Mr. Brad Lindsey, P.E.

Mr. Edwin Perry, P.E.

File w/ Bid Tabulation

ITEM X CONTRACT FOR CONSTRUCTION SERVICES

. . . .

State of Alaban	na)					
County of Bald	win)					
This Contract f	or Construction	Services (herein	nafter referred	to as "C	ontract") is ma	ide and entered into
by and between	n the COUNTY	of Baldwin, a	cting by and	through	its governing	body, the Baldwin
COUNTY	Commission	(hereinafter	referred	to	as	"COUNTY").
AMMONS A	AND BLACKM	ION CONSTR	UCTION			
(hereinafter refe	erred to as "PRO	VIDER").		•		

WITNESSETH:

Whereas, the Baldwin County Commission at its FEBRUARY 2,2021, meeting awarded the bid for PROJECT NO. STPLL-0219 (254)— Addition of paved shoulders on CR-99 from Carrier Drive to Spanish Cove Drive South, to AMMONS AND BLACKMON, in the amount of (\$) 361,672.10 with a completion time of SIXTY (60) WORKING DAYS.

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

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

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

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

PROVIDER: <u>AMMONS AND BLACKMO</u>N

P.O. BOX 7486

SPANISH FORT, AL 36577

COUNTY: Baldwin County Commission

c/o Chairman

322 Courthouse Square, Suite 12

Bay Minette, AL 36507

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

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

<u>PROJECT NO. STPLL-0219 (254) – Addition of paved shoulders on CR-99</u> from Carrier Drive to Spanish Cove Drive South,

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

ATTACHMENTS:

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

PROJECT NO. STPLL-0219 (254) – Addition of paved shoulders on CR-99 from Carrier Drive to Spanish Cove Drive South,

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

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation subject to the terms set out below.
- XVII. <u>Termination of Services</u>. The COUNTY may terminate this Contract, with or without cause or reason, by giving fifteen (15) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

- XVIII. <u>Compensation Limited</u>. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.
 - XIX. <u>Direct Expenses</u>. Compensation to PROVIDER for work shall be paid on contract unit prices for work completed by PROVIDER upon approval of the COUNTY Engineer. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services
 - XX. <u>Method of Payment</u>. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

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

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

Upon completion of work, the contractor must advertise for 30 days, once per week for 4 straight weeks in a newspaper of general circulation and provide proof of advertisement.

Final payment will be made 30 days after the last day of advertisement.

- XXI. <u>Effective Dates.</u> This Contract shall be effective and commence immediately upon the same date as its full execution. The PROVIDER shall have SIXTY (60) WORKING DAYS after the notification to proceed to complete the work. The Contract shall terminate upon either the expiration of no more than SIXTY (60) WORKING DAYS after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen
 - (15) day period, unless extended by the COUNTY. [Nothing herein stated shall prohibit the COUNTY from otherwise terminating this Contract according to the provisions herein.]
- XXII. <u>Force Majeure</u>. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIII. <u>Indemnification</u>. PROVIDER shall indemnify, defend and hold the COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.
- XXIV. <u>Number of Originals</u>. This Contract shall be executed with four (4) originals, all of which are equally valid as an original.
- XXV. <u>Governing Law.</u> This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVI. Insurance. The PROVIDER shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, PROVIDER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the COUNTY as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to COUNTY, shall be furnished to COUNTY, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to COUNTY in the event of cancellation,

termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against COUNTY and COUNTY Representatives. Should PROVIDER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, COUNTY may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold PROVIDER in material default and pursue any and all remedies available. (Note: The PROVIDER shall be required to provide the insurance required in Item VIII <u>Insurance Requirements</u> as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

- XXVII. Surety. As a material inducement for the COUNTY to enter this Contract, any and all bond and/or surety guarantees required by the COUNTY in reference to the Project shall be in a form acceptable to the COUNTY and shall, without limitation, meet the following requirements:
 - A. Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, COUNTY staff and approved by the COUNTY Commission. In the event that such document is not in an acceptable form at any time prior to or during the term of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the COUNTY's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the COUNTY, and the PROVIDER waives all rights to claim that any such delay was the fault of the COUNTY.
 - B. <u>Value of Surety</u>. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response
 - C. <u>Term of Surety</u>. Any bond and/or surety guarantees required by the COUNTY must be valid at all times during the life of this Contract or as set forth in the Project Bid Requirements. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the COUNTY, or the COUNTY's authorized agent, providing a written Notice to the PROVIDER that the Project is in fact completed in all respects. Said Notice from the COUNTY or its authorized agent shall not be provided until the COUNTY, in its sole discretion, is satisfied that the Project is complete in all respects.
 - D. <u>Scope of the Surety</u>. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent, and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the PROVIDER to satisfy all of the requirements in this Contract.

XXVIII. <u>Liquidated Damages</u>

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

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

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

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

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the COUNTY of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

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

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

COUNTY BALDWIN COUNTY	COMMISSION	ATTEST:	
	/	GOVD TO 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	/
Chairman	/Date	COUNTY Administrator	/Date
PROVIDER:			
	:		
By	/Date Its		

NOTARY PAGE TO FOLLOW:

State of Alabama)	
County of Baldwin)	
	, Notary Public in and for said COUNTY and
State, hereby certify that	, as Chairman of Baldwin County
County Commission, whose names are signed to the to me, acknowledged before me on this day that, be executed the same voluntarily on the day the same be Commission.	ne foregoing in that capacity, and who are known ing informed of the contents of the foregoing, they
GIVEN under my hand and seal on this the	day of
	Notary Public
	My Commission Expires:
State of)	
County of)	
	, Notary Public in and for said County and State,
hereby certify that	
name is known to me, acknowledged before me on foregoing, he/she executed the same voluntarily on the	this day that, being informed of the contents of the
GIVEN under my hand and seal on this the	day of, 20
	Notary Public
	My Commission Expires:

GULF COAST MEDIA

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

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

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama, 36507, until 2:00 PM on January 11, 2021, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows: PROJECT NO. STPLL-0219 (254) - Addition of paved

shoulders on CR-99 from Carrier Drive to Spanish Cove Drive South. SIXTY (60) WORKING DAYS are allowed for the construction of the project.

Working Day (Daytime Work). Any Calendar Day from midnight to midnight, exclusive of Saturdays and Legal Holidays (as defined herein), on which the Contractor could proceed with construction operations for a period of six hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Saturdays and Legal Holidays on which the Contractor elects to work for a period of four hours or more will be classified as a working day.

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

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the

LEGAL REP -251-345-6805

County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

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

Specifications are on file and must be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact John Sedlack at jsedlack @baldwincountyal.gov with any questions. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on January 4, 2021, at 2:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

Davis Bacon Wage Rates apply.

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

shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, if required by law.

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

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Joe Davis, III Chairman, Baldwin County Commission December 18-25, 2020; January 1, 2021

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

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

12/18/2020, 12/25/2020, 01/01/2021

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

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

April M. Perry, Legal Ad Representative

Amber Kimbler, Notary Public Baldwin County, Alabama

My commission expires April 10, 2022



AMBER KIMBLER My Commission Expines April 10, 2022

Sworn and subscribed to on 01/01/2021.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 319147

Paved shoulders-PROJECT NO. STPLL-0219 (254)

Amount of Ad: \$711.96

Legal File# STPLL-0219 (254



Press Register LEGAL AFFIDAVIT

AD#: 0009819940

Total

\$722.17

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 date(s):

Press Register 12/18. 12/25. 01/01/2021

Principal Clerk of the Publisher

Sworn to and subscribed before me this 4th day of January 2021

Notary Fublic

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



terial or work, and to change the amount of said contract.

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

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A Pre-Bid Conference will be held on January 4, 2021, at 2:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507 It would be in the best interest of the bidders to have a representative present at the prebid conference.

Davis Bacon Wage Rates apply.

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

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA Joe Davis, III Chairman, Baldwin County Commission PRESS REGISTER
December 18, 25, 2020, January 1, 2021



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Wanda Gautney, Purchasing Director/Zach Hood, EMA Director/Cian Harrison, Clerk-

Treasurer

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for Emergency Management Consulting and Contract Services for Response, Recovery, Mitigation, Preparedness, and Planning for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the *Contract for Professional Services* with **Hagerty Consulting, Inc.**, for the Baldwin County Emergency Management Consulting and Contract Services for Response, Recovery, Mitigation, Preparedness, and Planning with the price breakdown shown on "Exhibit B" of the Contract and is based on a time and materials cost with an initial cost not to exceed of \$1,500,000.00; and
- 2) Authorize the Chairman to execute the Contract. (Contract is effective for twelve (12) months from date of full execution with option to renew for two (2) additional twelve (12) month extensions.

BACKGROUND INFORMATION

Previous Commission action/date: 09/30/2020 meeting: Authorized staff to advertise a Request for Proposals (RFP) and solicit bids for disaster consulting services for preparedness, response, planning, recovery, and mitigation services to assist the efforts for recovery from Hurricane Sally and with future disaster impacts caused by threats and hazards identified as a risk for Baldwin County.

Background: During the September 30, 2020 meeting the Commission approved the Requests for Proposals (RFP) for disaster consulting services for preparedness, response, planning, recovery, and mitigation services to assist the efforts for recovery from hurricanes. Nine (9) firms submitted a proposal and after review by Zach Hood, Jenni Guerry, Scott Wallace, Danon Smith, Mike Purner, Robert Jenkins, Michelle Pennington, Wanda Gautney, Loren Lucas, and Cian Harrison, two (2) firms were invited to give a presentation: Hagerty Consulting, Inc., and A. G. Witt, LLC.

The evaluation committee consisted of Chairman Joe Davis, Commissioner Jeb Ball, Cian Harrison,

File #: 21-0422, Version: 1

Wanda Gautney, Ron Cink, Zach Hood, Jenni Guerry, Danon Smith and Loren Lucas. After viewing the two presentations by the firms, the evaluation committee feels that Hagerty Consulting, Inc., meets the County's needs for the services. Hagerty Consulting, Inc., price breakdown is shown on "Exhibit B" of the attached Contract and is based on a time and materials cost with an initial cost not to exceed \$1,500,000.00.

Staff is requesting that the Commission award the contract to Hagerty Consulting, Inc., for the disaster consulting services for preparedness, response, planning, recovery, and mitigation services to assist the efforts for recovery from Hurricane Sally and with future disaster impacts caused by threats and hazards identified as a risk for Baldwin County.

FINANCIAL IMPACT

Total cost of recommendation: Initial contract cost not to exceed \$1,500,000.00

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

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney, Brad Hicks

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

Item #: BE11

File #: 21-0422, **Version:** 1 **Item #:** BE11

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

Additional instructions/notes: N/A

REQUEST FOR PROPOSALS - TABULATION

Emergency Management Consulting and Contract Services for Response, Recovery, Mitigation, Preparedness, and Planning for the Baldwin County Commission

					Integrated Solutions			Thompson Consulting	Tidal Basin Government
	AG Witt, LLC	Hagerty Consulting, Inc.	Tetra Tech, Inc.	BrenCo, LLC	Consulting Corporation	United Contract Solutions	Witt O'Brien's, LLC	Services, LLC	Consulting, LLC
<u>Positions</u>	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Project Executive	\$185.00	\$240.00	\$0.00	\$175.00		\$140.00	\$260.00	\$170.00	\$255.00
Project Manager	\$175.00	\$175.00	\$168.00	\$150.00	\$181.00	\$112.00	\$168.00	\$155.00	\$225.00
FEMA Public Assistance/Hazard Mitigation									
Manager	\$145.00	\$160.00	\$165.00	\$95.00	\$171.00	\$112.00	\$140.00	\$155.00	\$185.00
FEMA Public Assistance/Hazard Mitigation									
Specialist	\$125.00	\$140.00	\$155.00	\$75.00	\$146.00	\$123.20	\$130.00	\$125.00	\$155.00
Senior Grant Management Specialist	\$145.00	\$135.00	\$135.00	\$85.00	\$164.00	\$0.00	\$155.00	\$145.00	\$135.00
Grant Management Specialist	\$125.00	\$110.00	\$115.00	\$75.00	\$134.00	\$84.00	\$135.00	\$115.00	\$125.00
Insurance Specialist	\$140.00	\$185.00	\$155.00	\$55.00	\$157.00	\$44.80	\$140.00	\$115.00	\$155.00
Appeals Specialist	\$165.00	\$160.00	\$145.00	\$55.00	\$178.00	\$0.00	\$155.00	\$115.00	\$155.00
Administrative Assistant	\$85.00	\$75.00	\$60.00	\$30.00	\$90.00	\$0.00	\$50.00	\$45.00	\$65.00
<u>Additional Positions</u>									
Subject Matter Expert		\$250.00	\$240.00						
Preparedness/Recovery Consultant III		\$180.00							
Preparedness/Recovery Consultant II		\$150.00							
Preparedness/Recovery Consultant I		\$115.00							
Senior Planner							\$180.00		
Planner							\$110.00		
Data Analyst			\$95.00						
Principal Engineer			\$220.00						
Senior Engineer			\$180.00						
Engineer			\$150.00						
Senior Cost Estimator			\$125.00						
Cost Estimator			\$110.00						
Senior Legal			\$450.00						
Legal			\$350.00						
Estimated Annual Travel Expenses	Not specified	Not specified	Not specified	Not specified	Not specified	Maximum of \$11,000.00	Not specified	Not specified	Not specified
<u>Exceptions</u>	None	None	None	Out-of-State Vendor is not registered with the Alabama Secretary of State as a Foreign Entity	None	None	None	None	None

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services ("Contract"), with an effective date of February 2, 2021, is hereby entered into between **the Baldwin County Commission** ("Client"), a political subdivision formed under the laws of the State of Alabama, whose Administrative Office is at Baldwin County Administration Building, County Commission Office, 322 Courthouse Square, Bay Minette, Alabama 36507; and **Hagerty Consulting, Inc.** ("Provider"), a corporation organized and existing under the laws of the State of Illinois and authorized to transact business in the State of Alabama, and whose corporate headquarters is at 1618 Orrington Avenue, Suite 201, Evanston, Illinois 60201. Client and Provider will from time to time be referred to together as "the Parties."

1. GENERAL TERMS

- **1.1. Headings**: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.
- **1.2. Time of Performance**: The timely performance by Provider of the services described in this Contract is of the essence and shall commence on the Effective Date.
- **1.3. Dispute Resolution**: The parties are fully committed to working with each other throughout the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the **Client and Provider** each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the services.

1.3.1. Right to Cure: Client and Provider will attempt in good faith to resolve any claim, dispute, or controversy arising out of or relating to this Contract (hereafter collectively referred to as "Dispute"). In the event of a default under this Contract, the non-defaulting party shall provide written notice to the defaulting party giving the defaulting party no less than ten (10) business days to remedy the default. If the defaulting party does not cure the default within the time specified in the notice, the non-defaulting party may terminate this Contract and pursue all remedies available at law or in equity.

1.3.2. Mediation: The Parties may agree to, but are not required to, submit any unresolved Dispute to mediation. If the Parties mutually agree to attempt to resolve a Dispute through mediation, then the parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the Parties agree to attempt to resolve their Dispute through mediation, then either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process.

1.3.3. Litigation: If the parties do not mutually agree in writing to attempt to resolve their Dispute through mediation or if mediation was unsuccessful, then the Parties Emergency Management Consulting and Contract Services
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For Response, Recovery, Mitigation, Preparedness, and Planning

acknowledge and agree that any action arising under or related to this Contract shall be governed by the laws of the State of Alabama with proper venue lying in the Circuit Court of Baldwin County, Alabama.

- agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between Client and Provider concerning the scope of services described herein. The Scope of Services described in this Contract in Exhibit "A," attached hereto; the contract provisions for non-federal entities under Federal awards described in Exhibit "C and D," attached hereto; and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of Client and Provider. Forbearance by Client from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle Provider to rely upon such forbearance in the event of another similar breach by Provider of the terms of this Contract.
- 1.5. Compliance with EEOC and other U.S. Federal Laws and Regulations: To the extent set forth in the respective statutes, **Provider** shall comply with the provisions of:
 - 1.5.1. Title VII of the Civil Rights Act of 1964;
 - 1.5.2. Age Discrimination in Employment Act of 1967;
 - 1.5.3. Title I of the Americans with Disabilities Act of 1990;
 - 1.5.4. Equal Pay Act of 1963;
 - 1.5.5. Fair Labor Standards Act of 1938; and
 - 1.5.6. Immigration Reform and Control Act of 1986.
 - 1.5.7. This Contract is intended to meet the applicable requirements contained in 2 C.F.R. Section 200.326 and 2 C.F.R. Part 200, Appendix II. If it is later determined that additional language is necessary to comply with those

requirements, the Parties will work together in good faith to supplement the Contract as necessary.

- **1.7.** This Contract may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.
- **1.8.** By entering into this Contract, Provider affirmatively warrants that Provider is currently in compliance with such laws, including those listed in paragraph 1.5 above, and further warrants that during the term of this Contract, Provider shall remain in compliance therewith during the term of this Contract.
- 1.9. Neither Party shall assign any right and/or obligation under this Contract without the other Party's prior written consent.
- 1.10. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Contract. If any provision of this Contract is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

2. SCOPE OF SERVICES:

2.1. Provider shall perform those tasks set forth in Exhibit "A," attached hereto and incorporated herein by reference. The anticipated scope of work may be expanded, through an amendment signed by both Parties, to include other disaster preparedness and disaster recovery services. Provider shall also perform all services while in compliance with all items included in attached Exhibit "C and D."

- 2.2. The Parties acknowledge that it is the intent of the Client to award this Contract for a twelve (12) calendar month period. However, the Client may, at its option and in agreement with Provider, renew the contract for up to two (2) additional years (2022 and 2023), in twelve (12) month increments. Client will, in writing, notify the Provider thirty (30) days prior to expiration of the 2021 contract with its intent to extend the Contract term. The prices for 2021 shall also apply to each extension period.
- 2.3. As an added control, Provider will not begin new tasks outside the Scope of Work on Exhibit "A" attached hereto without obtaining task order approval from the Client. These task order approvals may take the form of an email approval and will be completed at a level low enough to provide the Client control the overall Contract spend and timeline, but at a level high enough to allow for efficient and effective project management and execution by Provider.
- 2.4 The Provider will be responsible for prompt delivery of services and support on an as needed basis, with Client reserving the right to select the services needed for a task, program, or function, based on the capabilities of staff and the level of augmentation and support needed. Services must be requisitioned through a task order approved by both Parties (for this purpose, and email task order will suffice).

3. PAYMENT FOR SERVICES:

3.1. This is a time and materials contract with an initial Not to Exceed ("NTE") cost of One Million Five Hundred Thousand Dollars (\$1,500,000) for the services. The NTE cost may be increased by the Client with a written amendment signed by both parties. Provider's hourly rates and costs are set forth in Exhibit "B," attached hereto and incorporated herein by reference.

- 3.2 On a monthly basis, Provider will submit invoices to Client detailing the time and material charges for the preceding month. Charges will be detailed by consultant with signed timesheets provided for support. Receipts or other charge detail will be provided to support travel and other direct costs.
- 3.3 Client will pay Provider's invoices on a basis of net 60 days after receipt of invoice.
- 3.4 Provider shall work with the Client to establish a system to track and submit direct and indirect administrative costs for allowable reimbursement from FEMA, HUD, or the State of Alabama. Client represents and understands that FEMA, HUD, and similar recovery programs are "reimbursement" programs and that the Client must pay Provider prior to seeking reimbursement for any allowable portion of these costs. For the avoidance of doubt, Client hereby agrees that its obligation to compensate Provider is not contingent upon the timing or the amount of reimbursement from FEMA, HUD, or the State of Alabama.

4. WARRANTIES OF PROVIDER AND CLIENT:

4.1. Client warrants that:

- **4.1.1.** Client has the lawful authority to enter into and perform this Contract;
- 4.1.2. Client shall not offer employment to any employee of Provider for a period of two(2) years after the termination of this Contract, except if the termination of this Contract is for cause.

4.2. Provider warrants that Provider has:

4.2.1. All necessary licenses and consents required for Provider to enter into and fully perform the Scope of Services set forth on Exhibit "A;"

- **4.2.2.** No conflict of interest with any other contract with a third party that might cause a claim to arise against Client by the entry into or performance of this Contract by Provider.
- **4.2.3.** Authority, and any required registration, to transact business in the State of Alabama;
- **4.2.4.** All service provider qualifications described or otherwise required by the Client's Request for Proposals for the services described herein.

4.3. Provider warrants that Provider shall throughout the term of this Contract:

- **4.3.1.** Perform all tasks required under the Scope of Services with the same degree of skill and care as members of the same profession operating in the State of Alabama;
- **4.3.2.** Ensure that any third party, employee, agent, or subcontractor of Provider shall comply with the terms of this Contract concerning employment discrimination, insurances, and the requirements of Exhibit C and D so far as concerns this Contract;
- **4.3.3.** Provider will assume responsibility for delivery of services, regardless whether or not the Provider subcontracts any of these items and services. Provider will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Provider will be responsible for all obligations set forth herein.
- **4.4** Provider shall not offer employment to any employee of Client for a period of two (2) years after the termination, except for cause, of this Contract.

5. OWNERSHIP OF PROJECT MATTER:

Unless otherwise agreed between Client and Provider, and approved by Client's attorney:

5.1 All plans, reports, surveys, and other professional work product of Provider concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of Client during and at the completion or termination of this Contract;

- **5.2.** All materials supplied or loaned by Client to Provider during the term of this Contract shall remain the property of Client and shall be promptly returned to Client upon termination of this Contract;
- **5.3.** All intellectual property provided to Client by Provider and originating from this Contract shall become and remain the property of Client, and Provider shall not, without the written consent and license from Client, use such intellectual property for another commercial purpose;
- **5.4.** Client shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by Provider in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties. Any such agreement shall be an amendment to this Contract.

6. EARLY TERMINATION OF CONTRACT:

Client and Provider shall each have the right, upon thirty (30) days written notice to the other party, to terminate this Contract, and thereafter Client shall have no obligation to pay for services provided to Client except up to the effective date of termination of this Contract.

7. INDEPENDENT CONTRACTOR STATUS:

By entering into this Contract, Provider shall not become a servant, agent, or employee of Client, but shall remain at all times an independent contractor to Client. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between Client and Client, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. NOTICES TO PARTIES:

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

To Client:

NAME: Baldwin County Commission

TITLE: Joe Davis, III, Chairman

Cian Harrison, Clerk-Treasurer

Zach Hood, EMA Director

ADDRESS: 312 Courthouse Square, Suite 11, Bay Minette, AL 36507

TELEPHONE: 251-937-9561

EMAIL: Joe.Davis@baldwincountyal.gov

Cian. Harrison@baldwincountyal.gov

Zach.Hood@baldwincountyal.gov

With a copy, which shall not constitute notice, to:

J. Bradford Boyd Hicks Stone Crosby, P.C. 8820 U.S. Highway 90 Daphne, AL 36526 bhicks@stonecrosby.com

To Provider:

NAME: Bradley R. Grining

TITLE: Chief Operating Officer

ADDRESS: 1618 Orrington Avenue, Suite 201, Evanston, IL 60201

TELEPHONE: 847-492-8454 x113

EMAIL: brad.grining@hagertyconsulting.com

8.1. Form of Notice: All notices required or permitted under this Contract shall be effective:

- **8.1.1.** On the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or
- **8.1.2.** On the first day after receipt of a facsimile or electronic transmission (including email) of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

The Provider will indemnify and hold harmless the Client and its elected officials, agents and employees from and against all claims, damages, losses and expenses, arising directly or indirectly from the performance of services or work under this Contract or any extension or amendment, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, and is caused by any negligent or willful act or omission of the Provider or by any of Provider's third party, employee, agent, or subcontractor. The obligation of the Provider under this paragraph shall not extend to the liability of the Client or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are not attributable to the Provider.

10. INSURANCE:

- **10.1.** The Provider shall procure and maintain the following insurance during the term of the Contract, including any extension:
 - **10.1.1.** Worker's Compensation: For all of employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the **Provider**

shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A – Worker's Compensation – Statutory

Coverage B – Employer's Liability - \$1,000,000.00

- 10.1.2. Liability: Comprehensive General Liability insurance including coverage for all operations, including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. The **Client** shall be named as additional insured pursuant to an additional insured endorsement providing comprehensive general liability coverage for completed operations in addition to on-going operations.
- **10.1.3.** Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. The Client shall be named as additional insured.
- **10.1.4.** Professional Liability: Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$2,000,000.

10.2 The Provider shall furnish to the Client certificates of insurance evidencing said

coverages. Provider shall notify Client thirty (30) days prior to any change in limits or

scope of coverage, cancellation, or non-renewal.

11. The copyright provisions of 44 CFR Sec. 13.34 shall also extend to final documents

produced for Baldwin County by the CONSULTANT, and the rights granted to FEMA

by the provisions of 44 CFR Sec. 13.34 hall also extend to the County. The County

reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, revise,

publish, or otherwise use, and to authorize others to use for Baldwin County EMA

purposes the copyright in the work developed under this contract for services which is,

or may be, funded by the Baldwin County Commission and Emergency Management

Performance Grant, or other federal (FEMA or otherwise) grant program.

(Signature Pages Follow)

IN WITNESS WHEREOF,

Provider: Hagerty Consulting, Inc.

By (signature): Frodly R. Living

Print Name: Brodley R. Grining

Title: Chief Operating Officer

(Signature Page Follows)

By (signature): ______ Date: _____ Print Name: ______ Title: _____

Client: Baldwin County Commission

EXHIBIT "A"

SCOPE OF SERVICES

In the aftermath of a major disaster, the Client seeks to protect its interests by securing the services of a qualified disaster recovery consultant as outlined in the following scope of work. The Client recognizes that if its facilities or operations are damaged and disrupted by a major disaster, its existing employees and systems need assistance with necessary disaster response and recovery work. In order to ensure a rapid recovery and post disaster redevelopment process, the Client may require the services of qualified, experienced professionals to aid in the preparation of documents relating to emergency management plans and state and federal grant application, award, and management processes.

The Client will collaborate with the Provider to develop specific scopes of work on a task order basis to support the needs of the Client. The Client will issue the provider a notice to proceed based upon the agreed scope of services. The scope of work provided by the Provider will include, but not be limited to:

- Applicants Briefing and Scoping Meeting. Attend meetings with the State/Federal agencies including applicant briefings, kick-off meetings and project specific discussions.
- 2. Technical Assistance. Provide general financial management advice and assistance including but not limited to:
 - a. Develop and support the ongoing activity of a disaster recovery team to aid the
 Client in the FEMA Public Assistance process.
 - b. Provide advice as to the disaster recovery team as appropriate and participate in meetings.

- c. Provide advice as to the eligibility of facilities, work, and costs and develop justifications for presentation to the State and FEMA with regard to any issues which may arise.
- 3. Correspondence. Aid in the preparation of correspondence to the State agencies and FEMA on behalf of the Client as necessary.
- 4. Assist with program management planning and periodic reports depicting the status of grant management progress and participate in status meetings, as necessary.
- 5. Inspection/Damage Assessment. Inspect disaster related damage to eligible facilities, identity eligible emergency and permanent work (Categories A through G) and review records of emergency expenses incurred by the Client.
- 6. Document. Document, quantify, and present eligible damages, as identified by the Client, to Federal Inspectors/Project Officers.
- 7. Financial Tracking. Categorize, record, track and document costs on approved forms in support of the financial reimbursement process.
- 8. Financial Management. Assistance in requesting Immediate Needs Funding or Grants Based on Estimates; Development and tracking of plans for Cash flow management and disbursements by State/FEMA; Insurance evaluation, documentation adjusting and settlement services; Tracking project progress, expenditures, reimbursement requests and receipts.
- 9. Project Worksheet. Prepare Project Worksheets for Categories A through G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that supports prompt and sufficient reimbursement to the Client; Attend all meetings with the Client, State and

- FEMA (and/or other Federal agencies) to assist in negotiating individual Project Worksheets as needed.
- 10. Reporting. Compile and summarize in FEMA approved format Categories A through G costs for presentation to FEMA and the State and inclusion in project worksheets.
- 11. Provide assistance to Client departments having difficulty with their claims.
- 12. Support the Client in meeting all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, etc.
- 13. Appeal. If the Client disagrees with any FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals; Provide fully qualified counsel to the Client in support of any legal action required as the result of an appeal.
- 14. Closeout. Aid in the preparation of documentation for, and represent the Client in, all project closeout activities. Participate in exit conferences with the Client, State, and FEMA.
- 15. Audit. Upon completion of all projects and drawn down reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits.
- 16. Hazard Mitigation Services (including FEMA (Stafford Act sections 403, 404, 406, and 428 sections and knowledge thereof): Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects (Section 404 and 406). Develop hazard mitigation proposals, cost benefit analysis (BCA). Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation such as the Flood Mitigation Assistance (FMA) and Building Resilient Infrastructure in Communities (BRIC) programs, and other mitigation programs.
- 17. Other Grant Management Assistance: Provide other state and federal grant **Emergency Management Consulting and Contract Services** Page 17 of 26

management services as needed for declared disasters as approved by the Client.

Assist the Client with the management and administration of other federal grant management programs not identified above.

- 18. Assistance with Individual Assistance information, publications, advertising, and coordination of community knowledge.
- 19. Assist the Client in Threat and Hazard Identification and Risk Assessment (THIRA)
 Updates to include analysis and implementation of changes resulting in a comprehensive THIRA revision for the Client.
- 20. Assist the Client in implementing lessons learned from Hurricane Sally, COVID-19, and other disaster knowledge and experience into a revision of the Emergency Operations Plan.

EXHIBIT "B"

HOURLY RATES AND COSTS

Services will be provided and invoiced by **Provider** based upon the time incurred at the labor categories and hourly rates defined below, plus the reimbursement of travel costs and other direct costs as more fully described below.

Travel and Other Direct Costs – Provider will invoice Client for travel costs in alignment with the US General Services (GSA) Federal Travel Regulations at cost, without markup. Other direct costs (ODC) may include reproduction, postage, or QuickBase licensing costs. ODCs will be invoiced to Client at cost, without markup.

Labor Categories and Hourly Rates – Labor categories and associated hourly rates for services performed under this contract are detailed below. These rates will be held constant for the first two-years of the contract term. At the end of the two-year period, and annually thereafter, the Provider's hourly rates will increase by the cumulative rate of inflation over that period as measured by the Consumer Price Index. For all labor categories, additional years of experience may be substituted for educational requirements.

Positions	Hourly Rates
Project Executive	\$240
Project Manager	\$175
FEMA Public Assistance / Hazard Mitigation Manager	\$160
FEMA Public Assistance /Hazard Mitigation Specialist	\$140
Senior Grant Management Specialist	\$135

Positions	Hourly Rates
Grant Management Specialist	\$110
Insurance Specialist	\$185
Appeals Specialist	\$160
Administrative Assistant	\$75
Subject Matter Expert	\$250
Preparedness / Recovery Consultant III	\$180
Preparedness / Recovery Consultant II	\$150
Preparedness / Recovery Consultant I	\$115

EXHIBIT "C"

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." If the contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this contract, the **Provider** agrees as follows:
 - (1) The **Provider** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The **Provider** will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The **Provider** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The **Provider** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The **Provider** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the **Provider's** noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The **Provider** will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act

- (1) The **Provider** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The **Provider** agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The **Provider** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (H) Federal Water Pollution Control Act
 - (1) The **Provider** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The **Provider** agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (3) The **Provider** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."
- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (2) The **Provider** must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the **Provider** did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.
 - (K) See §200.322 Procurement of recovered materials.
 - (L) Access to Records. The following access to records requirements apply to this contract:
 - (1) The contractor agrees to provide the State of Alabama, the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (M) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- (N) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- (O) The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

EXHIBIT "D"

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Provider, Hagerty Consulting, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signatures of Authorized Principal(s):
PROVIDER NAME: Hagerty Consulting lace
AUTHORIZED SIGNATURE: Brodley P. Kaiming
PRINT NAME: Brodley R. Grining
TITLE: Chief Operating Officers
DATE: Javory 14, 2021



Baldwin County Commission

Agenda Action Form

File #: 21-0457, Version: 1 Item #: BE12

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Wanda Gautney, Purchasing Director/Deidra Hanak, Personnel Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for Health Insurance Brokers/Consultants Services for the Baldwin County Commission

STAFF RECOMMENDATION

Award the Request for Proposals (RFP) for Health Insurance Brokers/Consultants Services to **Cobbs, Allen & Hall, Inc.,** with their commission to come from Life, Voluntary Life-, Short- and Long-Term Disability, Vision and Stop Loss insurance and authorize the Chairman to execute the Contract. (Contract effective February 2, 2021 through February 2, 2024).

BACKGROUND INFORMATION

Previous Commission action/date:

<u>11/03/2020 meeting</u>: Approved the attached Request for Proposals (RFP) for Health Insurance Brokers/Consultants Services and authorized the Purchasing Director to advertise the RFP.

Background: During the November 3, 2020 meeting the Commission approved the Request for Proposals (RFP) for the Health Insurance Brokers/Consultants Services.

Five (5) firms submitted a proposal and after review by Deidra Hanak, Loren Lucas and Wanda Gautney, two (2) firms were invited to give a presentation, Cobbs, Allen & Hall, Inc., and Wills Towers Watson. One (1) proposal was received on December 16, 2020, after the required deadline of December 11, 2020, and will be returned unopened to the vendor.

The evaluation committee consisted of Commissioner Jeb Ball, Ron Cink, Deidra Hanak, Bo Bonner, Wanda Gautney and Loren Lucas. After viewing the two presentations by the firms, the evaluation committee feels that Cobbs, Allen & Hall, Inc., meets the County's needs for the services. Cobbs, Allen & Hall, Inc., price breakdown is shown on "Exhibit 2' of the attached Contract. Their commission will come from Life, Voluntary Life-, Short- and Long-Term Disability, Vision and Stop Loss insurance.

The contract terms are for three (3) years.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: County Attorney, Brad Hicks

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Letter to Vendors

Additional instructions/notes: N/A

Consulting Agreement

This Consulting Agreement, hereinafter referred to as "Agreement" is between Baldwin County Commission, a political subdivision of the State of Alabama, hereinafter referred to as "Client" and Cobbs, Allen & Hall, hereinafter referred to as "Consultant" effective the last date executed below.

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has experience in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with consulting for the following benefit programs listed below (Full List included in Exhibit 1):

- Strategic Planning
- Financial / Healthcare Analysis
- Renewal
- Marketing
- Open Enrollment
- Account Management Services
- Compliance Consulting
- Health and Wellness
- Human Resources Consulting
- Communication
- Benefit Technology Resources (technology consultant)
- **A. Strategic Benefit Planning.** Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- **B.** Benefit Design. Consultant will provide recommendations to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- **C. Funding.** Consultant will advise regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates.
- D. Compliance Tools & Legislative Information. Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.

2. Term & Termination

- **A. Term.** The initial term of this Agreement is for the time period commencing on February 2, 2021 and ending February 2, 2024. Thereafter, this Agreement shall automatically renew for successive renewal terms under the same conditions as the initial term until terminated as described below.
- **B. Termination.** This Agreement may be terminated by either party only as follows:
 - a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
 - b) Effective upon sixty (60) days advance written notice to the other party given with or without reason; or
 - c) By mutual written agreement of the parties

3. Cost of Services

See Exhibit 2.

4. Personnel

Cobbs, Allen & Hall will assign its personnel according to the needs of Client, and according to the disciplines required to complete the appointed task in a professional manner. Cobbs, Allen & Hall retains the right to substitute personnel with reasonable cause.

5. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to provide the services described in this agreement. Such information will be made available as promptly as possible. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

Consultant will recommend vendors for Client that Consultant believes are suitable for client's needs. While Consultant will make recommendations to Client, Client acknowledges and agrees that Client is the sole decision maker with regard to which vendors are engaged. Client agrees that Consultant is not responsible for the services provided by any vendor or any claim against Client that may arise directly or indirectly out of Client's use of a vendor or any service provided to Client by a vendor, including, but not limited to, claims arising under the Patient Protection and Affordable Care Act, the Employee Retirement Income Security Act of 1974, as amended or the United States Internal Revenue Code of 1986, as amended, regardless of whether the claim is related to the group health insurance plan sponsored by Client.

6. Disclaimer

As a part of the Compliance Consulting services provided under this Agreement, Consultant may, from time to time, supply Client with information compiled or obtained from third-party sources ("compliance information") for educational purposes and to assist Client with compliance issues. Consultant will make reasonable efforts to ensure the compliance information is complete and accurate. However, Client acknowledges and agrees that Consultant does not guarantee its completeness or accuracy.

Client understands that there is no attorney-client relationship between Client and Consultant and that none of the compliance information provided should be construed as legal advice. The Client's use or reliance upon compliance information is voluntary and should only be undertaken after an independent review by Client's own qualified legal counsel.

Neither Consultant nor its employees warrant explicitly or impliedly that the compliance information, if followed, will prevent, or serve as a defense to, any criminal, civil, regulatory, or administrative audits, investigations, penalties, claims, or liabilities.

7. Records and Information

Cobbs, Allen & Hall understands and agrees to limit its use and disclosure of protected health information as described the Business Associate Agreement attached in **Exhibit 3**.

8. Fiduciary Responsibility

Client acknowledges that: (i) Cobbs, Allen and Hall shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; and (ii) Cobbs, Allen & Hall shall exercise no authority or control with respect to management or disposition of the assets of Client benefit plans. Client agrees to notify Cobbs, Allen & Hall as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Cobbs, Allen & Hall in the performance of its obligations under this Agreement. Client agrees to submit all information in its (or their) control reasonably necessary for Cobbs, Allen & Hall to perform the services covered by this Agreement.

9. Confidentiality.

During the course of this Agreement, it is likely that Consultant will come into contact with confidential information of Client. Such confidential information may include, without limitation: (i) business and financial information, (ii) business methods and practices, (iii) technology and technological strategies, and (iv) other such information Client deems as "Confidential Information". Consultant agrees to keep in strict confidence all non-public information so long as it remains non-public, except to the extent disclosure is required by law, requested by any governmental or regulatory agency or body. Consultant agrees not to use any such confidential information disclosed to it for its own benefit, or for the benefit of any party with which the Consultant is affiliated. If this Agreement is terminated, Consultant will promptly return to Client all documents, contracts, records, or other information received by it that disclose or embody confidential information of Client.

10. Independent Contractor.

By entering into this Agreement, Consultant shall not become a servant, agent, or employee of Client, but shall remain at all times an independent contractor to Client. This Agreement shall not be deemed to create any joint venture, partnership, or common enterprise between Client and Client, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

11. Indemnification.

Consultant agrees to defend, indemnify, and save harmless the Client and its elected officials, officers, agents, employees, successors and assigns from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, for bodily injury, death, or damage to property arising from or related to the performance of the services and work set forth in this Agreement that is caused by any negligent or willful act or omission of the Consultant.

12. Law, Venue and Jurisdiction.

All the provisions of this Agreement shall be governed, construed by and administered in accordance with the laws of the State of Alabama. The parties agree that proper venue for any legal action brought to enforce the terms of this Agreement shall be the Circuit Court of Baldwin County, Alabama.

13. Attorney's Fees.

Notwithstanding anything contained herein to the contrary, should the County employ an attorney to enforce or interpret any of the terms and conditions of this Agreement, or to recover damages for the breach of the terms and conditions hereof, or to respond to any matter raised by another party, the County shall be entitled to recover from Consultant all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

14. Severability.

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

15. Assignment.

Any purported assignment of this Agreement or any right or duty accruing under this Agreement shall be void and unenforceable without the prior written consent of the other party.

16. Entire Agreement.

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded. Subsequent amendments to this Agreement shall only be in writing signed by both parties.

	CLIENT:
	Baldwin County Commission
	Joe Davis, III Chairman Date:
ATTEST:	
Wayne Dyess County Administrator Date:	-
	CONSULTANT:
	Cobbs, Allen & Hall, Inc.
	By; William H. Hartsfield, Jr.
	Title: Executive Vice President

Exhibit 1 Services / Consulting Fees

The following services are included

Strategic Planning

- Assist in defining and prioritizing strategic health and welfare plan objectives
- Development of one, three and five-year goals
- Assist in evaluation of administration of benefit programs
- Evaluate current vendor relationships and monitor plan performance
- Assess carrier/vendor customer service levels
- Proactively develop project action timelines
- Plan design recommendations
- Quarterly review meeting by Cobbs Allen account team
- Onsite participation in critical carrier meetings each year
- Investigation of alternative funding methods and networks

Financial / Healthcare Analysis

- Review and analyze experience claim reports
- Assess current funding arrangements for appropriateness and make recommendations as needed
- Assist in developing appropriate employee contribution levels
- Evaluate current cost of benefits versus effectiveness of plan design
- Evaluate stop loss deductibles, limits and plan language
- Analyze utilization data and cost containment results of medical management
- Provide a monthly dashboard outlining plan costs, claims expenditures and any applicable large claims reimbursements
- Identify and monitor potential large claims
- Review network utilization

Renewal

- Reguest renewals 180 days in advance of renewal
- Analyze and negotiate renewals with vendors
- Review vendor renewal methodology, experience data and assumptions for accuracy
- Develop and present alternative plan designs and provisions with associated financial impact
- Provide renewal analysis and recommended alternatives including financial projections
- Coordinate vendor meeting participation

Marketing

- Develop plan specification based on feedback from strategic planning meeting
- Jointly determine list of vendors best suited to meet plan goals and objectives
- Perform pre-marketing evaluation of census data, network service areas and administrative needs
- Evaluate carrier client support services
- Review vendor financial ratings
- Perform analysis and comparison of plan features and costs
- Assist in the scheduling of selected finalist site visits as needed
- Assist in conducting finalist negotiations
- Provide a report with proposed carrier and plan design
- Assist in the notification of all bidders as to the outcome

Open Enrollment

- Provide guidance on delivering a comprehensive communication strategy
- Assist developing / creating the production of employee communications
- Coordinate vendor sponsored communication material
- Coordinate information and communication campaign between enrollment vendor and employer, if applicable
- CA account team will assist employer with questions regarding benefits

Account Management Services

- Serve as employer's first point of contact for all issues involving insurance companies / vendors
- Monitor administrative process and assist in the resolution of issues
- Review contracts, certificates and benefit booklets to ensure fees, benefits, rates and eligibility are as agreed to during the renewal/marketing process
- Act as an employer advocate in the resolution of ongoing claims issues
- Assist with billing issues
- Coordinate changes in legal documents (contracts and policies)
- Provide implementation support for carrier / vendor changes
- Regular service calls by Client Executive

Compliance

- Assist with compliance with Federal Laws and Regulations
- Provide timely guidance related to Healthcare Reform (PPACA)
- Assistance with required employee communication
- Access to Employment Law attorneys for escalated issues
- Monitoring of laws impacting Employee Benefits and Human Resources such as ERISA, COBRA, HIPAA and IRS Code
- Provide access to periodic webcasts and compliance sessions
- Provide access to self-service compliance information via ThinkHR Portal
- Compliance Corner email updates with the latest in compliance and legislative issues

Health and Wellness

- Provide Health Management Consulting by CA internal health management team
- Assist in coordination of wellness programs and meetings
- Assist in implementation of wellness programs
- Create educational programs
- Assistance in communicating wellness initiatives
- Provide suggestions for incentive programs
- Assist with coordination of Health Risk Assessments and Biometric Screenings if needed
- Provide guidance with health fairs as needed

Human Resources

- Provide Human Resource Consulting by Cobbs Allen internal HR management team
- Provide assistance with HR structural, administrative and organizational issues
- Development and delivery of training modules, including Harassment, Supervisor, Drug-Free Workplace, Discipline and Discharge, FMLA, FLSA and other programs as needed
- Access to job description templates
- Salary Center access to national compensation database
- Ergonomics assessment and training
- Employee Handbook Review
- Serve as "outsourced HR helpdesk" for general HR questions
- Employment Policy Review, revisions and development

Communication

- Development of employee engagement strategies
- Customized communication materials to aid in educating the workforce
- Communication Formats:
 - Benefits Guides
 - Benefit Statements
 - Calendars
 - Posters
 - Postcards
 - Employee Surveys

BTR consulting and investigative services are included. Actual costs of systems are not included

Benefit Technology Resources

- Review your existing HR technology configuration to ensure compliance with health care reform
- Review current HR technologies and workflows to ascertain efficiencies and gaps to maximum existing products
- Review current HR technology pricing to ensure competitiveness
- Conduct calls with your current technology providers to assist with any processing concerns or problems
- Assist with selecting the right HR technology for payroll, time keeping, HRIS, benefits administration, performance management, recruitment/applicant tracking and onboarding
- Draft, manage and oversee the RFP selection process for a new provider

Exhibit 2 Cost of Services

Cobbs, Allen & Hall commission and/or fees are based upon time expended by specific individuals as well as the value-added resources that will be utilized by Client. The compensation arrangement begins on the commencement of the agreement. The compensation arrangement between Cobbs, Allen & Hall and Client is outlined below.

Description of service or product	Fee or commission
Medical Stop Loss – Partners MGU	6% Commission
Vision - MetLife	10% Commission
Group Life/AD&D - MetLife	15% Commission
Voluntary Life/AD&D - MetLife	15% Commission
Short-Term Disability - MetLife	15% Commission
Long-Term Disability - MetLife	15% Commission

Billing Terms:

Cobbs, Allen & Hall ancillary commission (life, voluntary life, short term disability, long term disability and vision) will be capped at \$75,000 per contract year. Cobbs, Allen & Hall may receive contingency payments, overrides and/or bonuses from carriers that are not expensed to the client.

Additional programs and services will be provided on a project basis for an additional fee or commission and shall be undertaken upon mutual agreement between Consultant and Client. Consultant reserves the right to pass through any mutually agreed upon reasonable costs related to the printing of any employee communication materials.

EXHIBIT 3 BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the "Agreement"), is entered into as of the 2nd day of February, 2021 (the "Effective Date") by and between Baldwin County Commission, a political subdivision of the State of Alabama (the "County"), on behalf of the Baldwin County Commission Health Plan (the "Plan"), and Cobbs, Allen & Hall, Inc. ("Business Associate," and with the County, each a "Party" and together the "Parties"). This Agreement supersedes and replaces any prior Business Associate Agreements and related amendments thereto between the Parties.

RECITALS

WHEREAS, the County maintains certain health care benefit plans that provide health plan benefits to certain of the County's employees and their eligible dependents, if any;

WHEREAS, Business Associate performs or will perform certain services for the Plan;

WHEREAS, in the course of performing services for the Plan, Business Associate will have access to, create, maintain, and/or otherwise use and/or disclose Protected Health Information (as defined below); and

WHEREAS, the Parties desire to set forth their respective obligations with respect to Protected Health Information (as defined below) pursuant to the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time, and the regulations promulgated at 45 C.F.R. Parts 160-164 (collectively, "HIPAA");

NOW THEREFORE, the County and Business Associate agree as follows:

1. Definitions

The following terms have the following meaning when used in this Agreement:

- a. **Breach** means that term as defined in 45 C.F.R. § 164.402.
- b. **Designated Record Set** means that term as defined in 45 C.F.R. § 164.501.
- c. **Electronic Protected Health Information** means Protected Health Information that is transmitted or maintained in electronic media, including, but not limited to, hard drives, disks, on the internet, or on an intranet.
- d. **HHS** means the Department of Health and Human Services.
- e. **Individual** means that term as defined in 45 C.F.R. § 160.103, and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

- f. **Privacy Rule** means the privacy requirements in HIPAA, as set forth in 45 C.F.R. Part 160, and Subparts A and E of 45 C.F.R. Part 164.
- g. **Protected Health Information** means that term as defined in 45 C.F.R. § 160.103, except limited to the information created, received or maintained by Business Associate from or on behalf of the Plan.
- h. **Required by Law** means that term as defined in 45 C.F.R. § 164.103.
- i. **Secretary** means the Secretary of the Department of Health and Human Services or his/her designee.
- j. **Security Incident** means that term as defined in 45 C.F.R. § 164.304.
- k. **Security Rule** means the security requirements set forth in HIPAA, as set forth in 45 C.F.R. Part 160, and Subparts A and C of 45 C.F.R. Part 164.
- I. **Subcontractor** means that term as defined in 45 C.F.R. § 160.103, except limited to any such person or entity that receives, maintains, creates or transmits Protected Health Information for Business Associate.
- m. **Transaction** means that term as defined in 45 C.F.R. § 160.103.
- n. **Unsecured Protected Health Information** means that term as defined in 45 C.F.R. § 164.402.

Any capitalized term not specifically defined herein will have the same meaning as set forth in 45 C.F.R. Parts 160 and 164, where applicable. The terms "use," "disclose" and "discovery," or derivations thereof, although not capitalized, shall also have the meanings set forth in HIPAA.

2. Obligations and Activities of Business Associate

Business Associate will:

- a. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Document and use appropriate administrative, technical and physical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement or in a services agreement entered into between the Parties.
- c. Notify the County in writing within five (5) business days of becoming aware of (i) any use or disclosure of Protected Health Information by Business Associate or any Subcontractor that is contrary to this Agreement including, without limitation, any Breach of Unsecured Protected Health Information; or (ii) any Security Incident. If there is a Breach of Unsecured Protected Health Information, Business Associate will:

- i. Notify the County in writing of the Breach without unreasonable delay, and in no event more than five (5) business days after discovery of the Breach, and provide (i) a list of all Individuals affected by the Breach, and (ii) any other available information that the Plan are required to include in notifications to such Individuals pursuant to 45 C.F.R. § 164.404(c). In the event any such information is not available when the County is notified of the Breach, Business Associate will provide such information to the County as soon as it becomes available;
- ii. Cooperate with the County to notify, at Business Associate's expense: (i) Individuals whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed; (ii) the media, as required pursuant to 45 C.F.R. § 164.406; and (iii) the Secretary, as required by 45 C.F.R. § 164.408(b), if the legal requirements for media or HHS notification are triggered by the circumstances of such Breach, *provided* that Business Associate will not initiate any such notifications without the County's express written approval; and
- iii. Pay all costs involved in fulfilling the notification requirements set forth in this Section 2(c) and/or otherwise applicable to Business Associate or the Plan pursuant to 45 C.F.R. § 164.404, subpart D, whether such costs are incurred initially by Business Associate, any Subcontractor, the Countyor the Plan.
- d. Establish procedures for mitigating, and follow those procedures and so mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or by any Subcontractor that is contrary to this Agreement.
- e. Ensure that any Subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate enters into a written agreement whereby the Subcontractor agrees to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information, in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2).
- f. Provide, in the manner reasonably requested by the Plan and within ten (10) calendar days of receiving a request from the Plan or an Individual, access to Protected Health Information in a Designated Record Set, to the Plan or, as directed by the Plan, to an Individual, in order for the Plan to fulfill its obligations under 45 C.F.R. § 164.524 to provide access and copies of Protected Health Information to an Individual.
- g. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed by the Plan pursuant to 45 C.F.R. § 164.526, within fifteen (15) calendar days of receiving a request from the Plan or an Individual or take other measures to satisfy the Plan's obligations pursuant to 45 C.F.R. § 164.526.

- h. Maintain and make available to the Plan or, as directed by the Plan, to an Individual, within fifteen (15) calendar days of the Plan's request, the information required for the Plan to satisfy their obligations pursuant to 45 C.F.R. § 164.528 to respond to a request for an accounting of disclosures of Protected Health Information.
- i. Notify the Plan within five (5) business days of receiving, directly from an Individual, a request for (i) access to Protected Health Information pursuant to 45 C.F.R. § 164.524; (ii) amendment to Protected Health Information pursuant to 45 C.F.R. § 164.526; or (iii) an accounting of disclosures of Protected Health Information pursuant to 45 C.F.R. § 164.528.
- j. Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that are applicable to the Plan, if Business Associate is to carry out one or more of the Plan's obligations under Subpart E.
- k. In the event Business Associate transmits or receives a Transaction on behalf of the Plan, Business Associate will comply with all applicable provisions of the HIPAA standards for electronic transactions and code sets (the "EDI Standards"). Business Associate will also ensure that any Subcontractor that transmits or receives a Transaction on its behalf does so in accordance with the EDI Standards.
- I. Make its internal practices, books, and records available to the Secretary or the Plan for purposes of a review and assessment of Business Associate's or the Plan's compliance with HIPAA; and notify the County within five (5) business days of receiving a request for any such materials directly from HHS.
- m. Not engage in the Sale of Protected Health Information or otherwise receive direct or indirect remuneration in exchange for the Protected Health Information of an Individual, unless Business Associate or the Plan has obtained a valid authorization from the Individual, consistent with the requirements under 45 C.F.R. § 164.508.

3. Permitted Uses and Disclosures by Business Associate

- a. Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, the Plan, provided that such use or disclosure would not violate the Privacy Rule if done by the Plan or the minimum necessary policies and procedures of the Plan, or as otherwise expressly provided in this Section 3.
- b. Business Associate may use Protected Health Information to de-identify the Protected Health Information in accordance with 45 C.F.R. § 164.514(a) (c); provided, however, that Business Associate may use the de-identified information only if and to the extent expressly permitted in this Section 3.
- c. Business Associate may use or disclose Protected Health Information as Required by Law.

- d. Any use or disclosure of Protected Health Information by Business Associate will be in compliance with the minimum necessary policies and procedures of the Plan, and with the minimum necessary requirements of HIPAA.
- e. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Plan, except that Business Associate may do the following:
 - Use Protected Health Information for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate.
 - ii. Disclose Protected Health Information for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable written assurances from the person or entity receiving the information (each a "Recipient") that the information will remain confidential, and be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the Recipient; and the Recipient notifies the Business Associate of any instances of which the Recipient is aware in which the confidentiality of the information has been breached.
 - iii. Use Protected Health Information to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B) that relate to the Health Care Operations of the Plan.
- f. Business Associate may use Protected Health Information to report violations of law to the appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).
- g. Business Associate will not transfer Protected Health Information outside the United States without the prior written consent of the the County. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or Subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

4. Obligations of the Plan

The Plan will:

- a. Notify Business Associate of any limitations in the Plan's Notice of Privacy Practices under 45 C.F.R. § 164.520, to the extent any such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- c. Notify Business Associate of any restriction on the use or disclosure of Protected Health Information that the Plan has agreed to or are required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- d. Not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by the Plan, except for uses and disclosures of Protected Health Information by Business Associate in accordance with Section 3(e) above.

5. Term and Termination

- a. The term of this Agreement begins on the Effective Date and ends on the date that any services agreement between the parties terminates, or if earlier, the date that the County terminates this Agreement for cause pursuant to Section 5(b) below.
- b. The County may terminate this Agreement for cause effective as of any date designated by the the County in a notice to Business Associate upon a determination by the County that Business Associate has breached a term of this Agreement. The County may, in its discretion, allow Business Associate a specified period of time to cure the breach, and upon a cure satisfactory to the County, elect not to terminate the Agreement on account of the breach.
- c. Upon termination of this Agreement for any reason, Business Associate will (and will ensure that its Subcontractors that have had access to Protected Health Information will):
 - i. Retain only the Protected Health Information that is necessary for Business Associate or a Subcontractor to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to the Plan or to the Plan's designee, or upon the Plan's prior written agreement, destroy (and certify in writing to the Plan that it has destroyed) any remaining Protected Health Information that Business Associate or any of its Subcontractors maintain in any form;
 - iii. Continue to use appropriate administrative, technical and physical safeguards, and to comply with Subpart C of 45 C.F.R. Part 164, with respect to any Electronic Protected Health Information so as to prevent use or disclosure of the Electronic Protected Health Information other than as specified in this Section 5(c) for as long as Business Associate or any Subcontractor retains the Electronic Protected Health Information;
 - iv. Not use or disclose the Protected Health Information retained by Business Associate or by any Subcontractor other than for the purposes for which such Protected Health Information was retained, and subject to all the conditions and limitations set forth in Sections 2 and 3 above that applied prior to termination of the Agreement;

v. Return to the Plan or, upon the Plan's prior written agreement, destroy (and certify in writing to the Plan that it has destroyed) the Protected Health Information retained by Business Associate or by any Subcontractor as of the date such Protected Health Information is not needed by Business Associate or the Subcontractor for its proper management and administration or to carry out its legal responsibilities.

6. Miscellaneous

- a. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule, the Security Rule, or to any other regulation promulgated under HIPAA means the section as in effect or as amended.
- b. **Survival.** Sections 2, 3, 5(c) and 6 of this Agreement shall survive the termination of this Agreement.
- c. **Interpretation.** Any ambiguity in this Agreement will be resolved to permit the Plan to comply with the Privacy Rule, Security Rule and other provisions of HIPAA.
- d. **Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the County, the Plan and Business Associate, and their respective successors, assigns, administrators and other legal representatives.
- e. **No Third-Party Beneficiary.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the County, the Plan and Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- f. Independent Contractors. Nothing contained herein shall be deemed or construed by the Parties or by any third party to create a relationship of employer and employee, principal and agent, or joint venture of the Parties, it being understood and agreed that Business Associate provides services to the County and the Plan hereunder as an independent contractor; Business Associate retains full and complete control over its performance under this Agreement; and the County and the Plan have no authority to direct or control Business Associate's conduct or activities in connection with this Agreement.
- g. **Governing Law.** The construction, interpretation and performance of this Agreement and all transactions under this Agreement shall be governed and enforced pursuant to the laws of the State of Alabama, except as such laws are preempted by any provision of federal law, including by ERISA or HIPAA. Any action or proceeding arising out of or relating to this Agreement shall be brought and tried exclusively in a the Circuit Court of Baldwin County, Alabama and in no other court or venue.
- h. **Indemnification.** Business Associate will, during and after the term of this Agreement, hold the County, the Plan, and their respective trustees, officers, directors, employees, agents and affiliates, harmless from, and defend and indemnify each of them against, any and all claims, losses, liabilities, penalties,

fines, costs, damages and expenses, including reasonable attorneys' fees and costs, incurred by, imposed upon or asserted against any of them as a result, directly or indirectly, of Business Associate's or any of its Subcontractors', directors', officers', employees' or agents' breach of this Agreement, HIPAA, the Privacy Rule, the Security Rule or the breach notification rule, 45 C.F.R. Part 160 and Subpart D of 45 C.F.R. Part 164.

- i. Severability. In the event any provision of this Agreement is rendered invalid or unenforceable under any new or existing law or regulation or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect if they reasonably can be given effect.
- j. **Notices.** All notices to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given five (5) business days after being sent by certified mail, return receipt requested, postage prepaid or one (1) business day after being sent by reputable overnight mail delivery to the other Party, at the address set forth below or at such other address as a Party may designate from time to time.

If to the County, notice shall be sent to:

Baldwin County Commission 312 Courthouse Square, Suite 17 Bay Minette, AL 36507 Attention: Deidra B. Hanak

If to the Business Associate, notice shall be sent to:

Cobbs, Allen & Hall, Inc. 115 Office Park Drive Birmingham, AL 35223 Attention: Grantland Rice, III

- k. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of HIPAA.
- Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies thereof shall be deemed to be originals.
- m. **Attorney's Fees**. Notwithstanding anything contained herein to the contrary, should the County employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to recover damages for the breach of the terms and conditions hereof, or to respond to any matter raised by another party, the County shall be entitled to recover from Business Associate all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

n. **Assignment.** Any purported assignment of this Agreement or any right or duty accruing under this Agreement shall be void and unenforceable without the prior written consent of the other party.

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the Effective Date.

	COUNTY:
	Baldwin County Commission
	Joe Davis, III
	Chairman
	Date:
ATTEST:	
	_
Wayne Dyess County Administrator	
Date:	

BUSINESS ASSOCIATE:

Cobbs, Allen & Hall, Inc.

By; William H. Hartsfield, Jr.

Title: Executive Vice President



Baldwin County Commission

Agenda Action Form

File #: 21-0424, Version: 1 Item #: BE13

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Wanda Gautney, Purchasing Director/Huey Hoss Mack, Sheriff/Dr. Brian Pierce, Coroner

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Transfer of One (1) Vehicle from the Baldwin County Sheriff's Office to the Baldwin County Coroner's Office

STAFF RECOMMENDATION

Approve the transfer of one (1) 2010 Ford F150 XLT Truck, VIN #1FTFW1E84AFD91777 from the Baldwin County Sheriff's Office to the Coroner's Office at no charge and authorize the Chairman to execute the Fixed Asset Change Form.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Coroner, Dr. Brian Pierce, is requesting a vehicle that can be used by his on-call Deputy Coroner to help eliminate monthly mileage and remove private vehicles from death scenes. The Sheriff's Office has a surplus 2010 Ford F150 XLT Truck that was purchased for them by the U.S. Marshals Office that is no longer needed in their Office. The Sheriff, Huey Hoss Mack, has agreed to transfer the 2010 Ford F150 XLT Truck, VIN #1FTFW1E84AFD91777 that is in good condition to the Coroner's Office - Cost Center (54200) at no charge. The U.S. Marshals Office has agreed to the transfer of the vehicle.

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? $\ensuremath{\mathsf{N/A}}$

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Get Fixed Asset Form Signed

Additional instructions/notes: N/A

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 1/11/2021	
Fixed Asset: N/A	Year: 2010
	Model: Ford F150 XLT
	S/N: IFTFW1E84AFD91777
	Tag #: 31361 CO
	Mileage: 180,000
	Value: \$7,319.00
Subject to Commission approval	, the fixed asset above of the
Sheriff (US Marshall)	Department will be:
Transferred to: Coroner	
Sold to:	
Stored at/for:	
Scrapped because:	
Other:	
2/2/	2-16
Department Head relinquishing fixed asset item	Department Head accepting fixed asset item
ADDDOVED Roldwin County Commission	n Date APPROVED



Baldwin County Commission

Agenda Action Form

File #: 21-0445, Version: 1 Item #: BE14

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Quotes for the Construction of a New Deck at the Baldwin County East Fork Landfill Scale House Located in Elberta, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Award the lowest quote to **E-J Builders, Inc.**, in the amount of **\$19,200.00** for the construction of a new deck at the Baldwin County East Fork Landfill Scale House located in Elberta, Alabama and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

BACKGROUND INFORMATION

Previous Commission action/date:

<u>06/16/2020 meeting</u>: The Commission awarded the bid to Quick Buildings Modular, LLC, in the amount of \$112,428.62; Completion Time: 90 Calendar Days; for the construction of a new Baldwin County East Fork Landfill Modular Scale Office Building in Elberta, Alabama and authorized the Chairman to execute the Contract.

Background: The Solid Waste and Building Maintenance Department staff solicited quotes for the construction of a new deck at the Baldwin County East Fork Landfill Scale House. Three (3) quotes were received. The lowest quote was received from E-J Builders, Inc, in the amount of \$19,200.00. The new deck is needed to meet the ADA requirements for access to the new scale house modular building.

FINANCIAL IMPACT

Total cost of recommendation: \$19,200.00

Budget line item(s) to be used: 54331.5500

If this is not a budgeted expenditure, does the recommendation create a need for funding? The expense is not budgeted and will need funding. Over \$100,000 has already been expended in

line item 54331.5500 and will also need funding.

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



Phone (251) 943-1112

220 W. Laurel Ave, P.O. Box 669 Foley, AL 36536

Fax (251) 943-1109

PROPOSAL

January 19, 2021

Baldwin County Building Maintenance Attn. Christel Watson

Re: East Fork Landfill Scale House

Per our onsite inspection and attached drawings we propose to install deck structures at the scale house office per the following scopes of work:

- 5'x48' covered deck on North side with tie-in steps to scale surface
- 5'x25' ramp with 5'x5' landing on West side
- Two 5'x5' covered deck landings with steps on South side
- Deck surface to be composite 5/4" thick Veranda 15 yr
- Sub structure to be 2x6 joists at 24" o.c. supported by continuous 2x8 girders attached to 4x4 posts embedded a minimum 3' into ground and encased with concrete collar
- Covered awnings over deck areas to be 29 gauge galvalume Tuff Rib panels on treated 2x4 wood purlins
- All lumber to be standard treated pine

Cost for all above: \$19,200.00

Prices include cleanup and haul off of all debris and trash materials associated with the above work. Worker's Compensation and General Liability insurance is included on all portions of work performed.

Thank you for the opportunity to work with you on this project.

Respectfully,

John Jurkiewicz E-J Builders, Inc.

Baldwin County Commission

Elberta, Alabama, East Fork Landfill Scale House Deck Project

- (2) 5ft x 5ft wood decks with stairs, handrails and covered awnings on back entrance of scale house
- (1) 5ft x 48ft wood deck with handrails and 5ft wheel chair access with full length covered awnings on front of scale house
- *Treated 4x4 support posts used for framing support set in concrete
- *Treated 2x10 gurder supports on 8ft centers
- *Treated 2x8 stringer supports on 16" centers
- *Composite boards used for decking
- *Treated 2x6 gurder and rafter supports
- *Galvanized 26 metal for roof sheathing and trim
- -All framing securement hardware will be galvanized (nails, bolts, screws etc.)
- -Decks are required to be detached from scale house
- -Ground work is needed between scales and scale house prior to construction for proper drainage. This will be done by DT Construction (Drainage design will need to be discussed with proper county official before construction)
- -Elevation of decks are to be set at the bottom of threshold of the entrance doors

Design to follow drawn site construction plan provided

Any changes from plan will be considered a change order and could increase overall estimated price

Decks will be framed strong to withstand multiple public customer weight live loads

Project projected to take 3 weeks from initial start-up. (Due to high traffic area of incoming trucks and confined area between scale and scalehouse)

Any buried utility lines to be located prior to construction

Compensation draws to be discussed with proper county official before start date

Grand total \$ 29,338.06

David Tillery Jr - (251)591-5163 - dtconstructionllc@hotmail.com - 501 East 4th St Bay Minette AL 36507

Statement	DATE	-2-20	TERM	MS
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	at EAST LAND			
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	male	vel		27,50000
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMO	UNA 29,50000

State of Alabama)
County of Baldwin)

CONTRACT FOR PUBLIC WORKS SERVICES

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

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained a quotes for the construction of new deck at the Baldwin County East Fork Landfill Scale House located in Elberta, Alabama; and

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

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

I. <u>Definitions</u> The following terms shall have the following meanings:

i. COUNTY:

Baldwin County, Alabama

ii. COMMISSION:

Baldwin County Commission

iii. PROVIDER:

E-J Builders, Inc.

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

- III. <u>Recitals Included.</u> 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.** <u>Professional Qualifications.</u> 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. <u>No Prohibited Exclusive Franchise</u>. 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. <u>Legal Compliance</u>. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER

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

- X. <u>Unenforceable Provisions</u>. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. <u>Assignment</u>. 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.** <u>Notice.</u> Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

E - J Builders, Inc.

PO Box 669 Foley, AL 36536

ATTN: John Jurkiewicz

COUNTY:

Baldwin County Commission

c/o Chairman

312 Courthouse Square

Suite 12

Bay Minette, AL 36507

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

"Quotes for the construction of new deck at the Baldwin County East Fork Landfill Scale House located in Elberta, Alabama" as described in "Attachment A."

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

XVII. General Responsibilities of the COUNTY.

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

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

XVIII. <u>Termination of Services</u>. 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. <u>Direct Expenses.</u> Compensation to PROVIDER for work shall be paid **\$19,200.00**. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective upon the same date as its full execution and commence within fifteen (15) days from the Notice to Proceed and shall terminate upon either thirty (30) days following the commencement of work or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

XXV. <u>Number of Originals.</u> This Agreement shall be executed with three (3) originals, both of which are equally valid as an original.

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

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

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

COUNTY		ATTEST:	
	/		1
JOE DAVIS III, Chairman	/Date	Wayne Dyess County Administrator	/Date
State of Alabama)			
County of Baldwin)	3.7	75.111.1	
hereby certify that, Joe Davis III, Wayne Dyess, whose name as Coron this day that, being informed of Services, they, as such officers an authority to do so on behalf of said	whose name a unty Adminis f the contents d with full au	trator, are known to me, ackn of the Contract for Profession thority, executed same knowi	nty Commission, and owledged before me nal and Construction
Given under my hand and	official seal,	this the day of, 2	2021.
		Notary Public	
		My Commission Expire	S

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PR	O	V	H	\mathbf{EI}	₹:
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E-J Builders, Inc.

Ву	/Date			
Its				
State of)			
County of)			
I,	, Notary Publi	ic in and for said	County and State, hereby	certify
that	as	of E–J Bui	lders, Inc., whose name is	signed to
	capacity, and who is known to contents of the Contract for			
	on the day the same bears da			
	1			
GIVEN under my h	and and seal on this the	day of	, 2021.	
		Notary Pul	blic	
			ission Expires	

"ATTACHMENT A"



Phone (251) 943-1112

220 W. Laurel Ave, P.O. Box 669 Foley, AL 36536

Fax (251) 943-1109

PROPOSAL

January 19, 2021

Baldwin County Building Maintenance Attn. Christel Watson

Re: East Fork Landfill Scale House

Per our onsite inspection and attached drawings we propose to install deck structures at the scale house office per the following scopes of work:

- 5'x48' covered deck on North side with tie-in steps to scale surface
- 5'x25' ramp with 5'x5' landing on West side
- Two 5'x5' covered deck landings with steps on South side
- Deck surface to be composite 5/4" thick Veranda 15 yr
- Sub structure to be 2x6 joists at 24" o.c. supported by continuous 2x8 girders attached to 4x4 posts embedded a minimum 3' into ground and encased with concrete collar
- Covered awnings over deck areas to be 29 gauge galvalume Tuff Rib panels on treated 2x4 wood purlins
- All lumber to be standard treated pine

Cost for all above: \$19,200.00

Prices include cleanup and haul off of all debris and trash materials associated with the above work. Worker's Compensation and General Liability insurance is included on all portions of work performed.

Thank you for the opportunity to work with you on this project.

Respectfully,

John Jurkiewicz E-J Builders, Inc.

CERTIFICATE OF COMPLIANCE FOR PUBLIC WORKS PROJECT

BALDWIN COUNTY

THE UNDERSIGNED hereby certifies that the following described final Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of Alabama, 1975, and all other applicable provisions of law, to-wit:

"Quotes for the construction of a new deck at the Baldwin County East Fork Landfill Scale House located in Elberta, Alabama for the Baldwin County Commission."

IN WITNESS WHEREOF, this Certif	cication is executed this the day of
, 2021.	
	BALDWIN COUNTY COMMISSION
	By: As Its Chairman
ATTEST:	
By: As Its County Administrator	



Baldwin County Commission

Agenda Action Form

File #: 21-0468, Version: 1 Item #: BH1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Brian Peacock. CIS Director

Submitted by: Brian Peacock, CIS Director

ITEM TITLE

Alabama Department of Transportation Permit Agreement for the Accommodation of Utility Facilities on Public Right-of-Way on State Route 287 (Hand Ave)

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Alabama Department of Transportation (ALDOT) Permit Agreement for the Accommodation of Utility Facilities on Public Right-of-Way on State Route 287 (Hand Ave).

This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In preparation for construction of the new jail, Baldwin County will place 96 count fiber optic cable inside (1) 1.5" HDPE conduit along Alabama Highway 287 (Hand Ave) in the City of Bay Minette, Baldwin County from MP 0.04 to MP 0.14, utilizing the buried method of placement. Every effort shall be made by every member of construction to minimize disturbance to the site and to traffic. The total surface area disturbed will be less than ¼ acre; therefore, a storm water permit is not required.

All operators of construction equipment shall be experienced and qualified on the equipment they are operating. All equipment shall be clean and in good operating condition free of any fluid leaks. No vehicles or equipment shall be serviced or refueled within 500 feet of any wetlands or streams.

The buried cable sections will utilize the directional bore method of placement. All vehicular traffic associated with this project shall be kept to a minimum and shall remain within the maintained portion of the right-of-way when possible. Personnel and vehicles shall be limited to one side of the road except during placement of crossings.

File #: 21-0468, **Version:** 1 **Item #:** BH1

The total length of proposed buried fiber on DOT right-of-way will be 0.12 miles which will be placed by directional bore. The buried placement will maintain a minimum of 36" depth with 48" depth below paved side roads and driveways, 3' minimum vertical depth below all drainpipes and structures when crossing. Minimum of 24" separation from all other existing utilities and at crossing locations.

Due to the methods of construction selected for this project, minimal areas of construction requiring erosion control are anticipated. If necessary, erosion control procedures such as planting of grass seeds, sodding, covering the area with scattered hay, staked hay bales, and/or embedded and staked filter cloth will be implemented. These procedures will conform to guidelines as set forth in the ALDOT Standard Specifications for Highway Construction (Current Edition) Section 692 Seeding and Section 860 Roadside Improvement Material.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

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: Brian Peacock

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Brian Peacock to hand deliver 1 original and 3 copies of attached package to Mr. Darrin Reed, Dist.
92 Permit Manager
1701 I-65 West Service Road North
Mobile, Alabama 36618

Additional instructions/notes: N/A

ALABAMA DEPARTMENT OF TRANSPORTATION PERMIT AGREEMENT FOR THE ACCOMMODATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

County Baldwin	EOD OFFICE AT MOR ONLY
Route Number State Route 287 (Hand Ave)	FOR OFFICIAL USE ONLY DATE RECEIVED FROM APPLICANT://
Milepost MP 0.04 to MP 0.14	PERMIT NUMBER:
Bonding Agency None	Bond Number <u>Waived</u>
Associated Permits and/or Documents Best manage	ment practice and directional bore procedure
documents.	
THIS AGREEMENT is entered into this the _	<u>2nd</u> day of <u>February</u> , 20 <u>21</u> , by and
between the Alabama Department of Transportation	n acting by and through its Transportation Director
hereinafter referred to as ALDOT and	Baldwin County , a Utility hereinafter
referred to as the APPLICANT.	
WITNE	ESSETH
WHEREAS, the APPLICANT desires to have its faci	ilities accommodated on public highway right-of-way
in County, Ala	bama consisting approximately of the following:
Placement of buried (1) 1.5" HDPE containing 96 Cour	nt Fiber Optic Cable, said placement to be made
by means of directional boring in the back of Right-of-	Way along Alabama Highway 287 (Hand Ave) in the
City of Bay Minette.	
	; and
WHEREAS, ALDOT hereby grants to the AP	PLICANT approval to cross or locate its facilities on
the public right-of-way at the location and in the man	ner hereinafter set forth:
NOW, THEREFORE, it is agreed by and betw	reen the parties hereto as follows:

- 1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by ALDOT which plans and specifications are hereby made a part of this permit by reference.
- 2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the <u>Alabama Department of Transportation Utility Manual</u>, which manual is of record in ALDOT and is hereby made a part of this permit by reference.
- 3. The national Manual on Uniform Traffic Control Devices, ALDOT approved edition, is hereby made a part of this permit by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in ALDOT at the execution of this Agreement.

- 4. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.
- 5. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

- 6. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.
- 7. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.
- 8. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1(a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.
- 9. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.
- 10. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.
- 11. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

12. T	he APPLICANT will t	file with ALDOT an	acceptable certified	check or bond in the penal
amount of \$	Waived	(Bond Number:	Waived	_) to guarantee the faithful
performance of	f this permit contract i	n its entirety during	the contract period	as defined in item 9. Upon
satisfactory con	mpletion and acceptant	ce of all work provide	ed for in this permit of	contract, the check or bond,
as applicable, v	will be returned to the A	APPLICANT; otherw	ise, the proceeds from	m the check, or any amount
received by AL	LDOT as a result of the	bond, will be applied	to complete and fulfi	ll the permit contract terms.
In the instance	that ALDOT determine	es a bond on record is	necessary, the APPI	LICANT shall provide such
bond to ALDO	T. The bond amount sl	hall be determined by	ALDOT.	

13. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.



If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

- 14. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.
- 15. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.
- 16. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.
- 17. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of ALDOT to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.
- 18. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.
- 19. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is to expand an county-wide communications fiber optic ring to the new jail edition and annex.

 The APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify ALDOT immediately of the change.

Form MB-01 Revised May 2017

	by those persons and officials	ne date hereinabove set forth by the ps thereunto duly authorized. Witness 2021 .	
		Baldwin Cour Legal Name of A	
WITNESS:		-	
		By:	
		Authorize Signature and	Title for Applicant
		Typed or Printed Nan	ne of Signee
		105 W. Third S	treet
		Address Lin	e 1
		Bay Minette, AL	36507
		Address Lin	e 2
		251-580-259	
		Telephone Nu	mber
FOR OFFICIAL RECOMMEND	L USE ONLY DED FOR APPROVAL:		
DISTRICT:	Printed Name	Signature	 Date
ADEA	11111000 1 101111		24
AREA:	Printed Name	Signature	Date
REGION:			
	Printed Name	Signature	Date
ACTING BY ANDIRECTOR (PLEASE CHECK CENTRAL REGION AREA DISTRICT			
By:	Printed Name	Signature	Date

Applicant Baldwin County

Route SR 287 Milepost 0.04-0.14

- ❖ Utility Companies use this checklist with the following Permit Applications: MB-01, MB-02, and MB-03.
- * ALDOT Manuals are available online at: www.dot.state.al.us/maweb/permits operations.html
- * All submittals & questions should be directed to the District Office unless otherwise noted.
- ❖ All checklist items apply to most utility proposals, supply all information as listed within the permit materials. This list may not be all inclusive; ALDOT reserves the right to request additional information that may be needed for any proposal.
- ❖ Preliminary Discussions should be held with ALDOT for large scale Utility Projects or those that require extensive excavation/trenching or major traffic disruption.
- * As-Built Certification & Addendum Request Process After completion of work, the Engineer of Record (EOR) shall submit a signed certification letter stating the project has been constructed in accordance with the ALDOT approved plans, and with standards/ specifications applicable at the time of approval. Once a permit is approved, the design shall not be altered for any reason without gaining prior approval in writing from ALDOT through an official Permit Addendum request. Addendum requests can normally be handled within a few days if adequate information is provided. Changes resulting from a local municipal comment or directive does not approve the work, negate the ALDOT approved plan, nor does it override the Addendum process. It is the responsibility of the EOR to ensure their client is aware that only the ALDOT approved work shall be accepted.
- The District Office is to be notified 48 hours prior to beginning work on ROW. No lane closures are to be implemented without prior ALDOT approval and notification to ensure there are no conflicts.

District 1 (Mobile)

Mr. David A. Hollowell
District Administrator
1701 I-65 West Service Road North
Mobile, Alabama 36618
(251) 470-8219

District 2 (Baldwin)

Mr. David M. Styron II, P.E. District Administrator 47450 Rabun Road Bay Minette, Alabama 36507 (251) 937-2086

District 3 (Escambia/ Conecuh)

Mr. Mickey T. Jones District Administrator 10610 Highway 31 South Evergreen, Alabama, 36401 (251) 578-7546

MB-01: For use by a Public Utility Company, or more specifically defined as a utility which is regulated by the Public Service Commission (PSC) & can provide a PSC certification if requested.

<u>MB-02</u> & <u>MB-03</u>: These are used for private utility companies or when a developer is responsible for utility related work on ALDOT ROW. Developers must provide a Letter of Concurrence from the utility owner.

Permit Submittal - 4 copies of each

- X Permit application: Application and Bond must be in the name of the Legal Applicant (Utility Owner)
- X Utility Permit Checklist
- ____ Construction Plans, proposed bores under roadway must be stamped by Alabama Licensed PE
- ____ ADEM Notice of Registration (If over 1 acre soil disturbance)
- ____ Performance bond BM-174 (Amount Approved by ALDOT) (** 9.1 Permit Manual)
- **OR** Blanket Bond Continuation Letter/Certificate (If applicable)
- OR Cashier's check and Form W-9 (cashier's check, certified check)
- \times PDF of plans (can be emailed if under 22MB)

Permit Application (filled by Applicant): (1.4.1 Permit Manual)

- ❖ Permit Number & Associated Permits will be assigned by the District office
- × Name of County
- X Route Number (US-xx, SR-xx, I-xx) and Mile Post to the nearest 0.01 mile
- X Date of submitted application, include bond amount, bond number

X Applicant's Legal Name & signature, mailing address, phone number, and witness signature

General Permit Plan Requirements: (specific permit requirements follow)

- X Vicinity Map (State & US routes labeled clearly, state name/direction of nearest town)
- X North arrow; Scale or "Not to Scale"; Mile Post (nearest 0.01 mile beginning to end)
- X Route Number (SR-xx, US-xx, I-xx) and Posted Speed limits within boundaries of permit
- X Detailed Legend Required
- X Denote Centerline (CL), Rights-of-Way (ROW), Edge of Pavement (EOP) and Property Lines
- X Distances: Centerline to ROW line, EOP to ROW line, proposed work to ROW line
- X Distances: EOP to flow line of side ditches, roadway widths, lane widths
- X Include details applicable to permit type
- ___ All applicable ALDOT Standard and Special Drawings must be included in plans
- X Erosion control plan (BMP) is needed if an ADEM permit was not required for project
- X Traffic Control Plan (utilizing all guidelines of the 2009 MUTCD, site specific)
- X ALDOT Permit General Notes must be included in the plan set (see pages 4-6)
- X Show all existing & proposed utilities, appurtenances, drainage structures/ pipes & accessories and provide the distance from the ROW line.
 - Existing utilities shall be represented both horizontally and vertically in the submitted plans. Notes shall not insinuate or imply "Approximate" locations as they are not accepted.
 - If deemed necessary by ALDOT, existing utilities shall be presented in the field by means of flagging, staking, painting, and potholing/ probing for inspection by ALDOT Representatives.
 - Vertical location of utility lines is to be accurately reflected in cross section views.
 - It should be determined prior to construction if minimum coverage of utilities will be maintained upon completion of work. Aerial only installation does not require location of underground facilities.
 - If no existing utilities are present, state "No Existing Utilities"

<u>Utility Permit Plan Specific Requirements:</u> (MB-01, MB-02, MB-03) (4.2 Utility Manual)

- ____ Utilities must be placed 25' min horizontally from nearest bridge support (columns, abutments, etc.) and 12' min horizontally from culvert headwalls, wing walls, and foundations.
- X All type roadway crossings shall be as near perpendicular as possible to the roadway

Underground Utilities

- Underground utilities installed across Interstate ROW must be bored not open cut
- X Roadway crossings- Plan View
 - Type to be used (Ex. Dry Bore)
 - Show milepost for each proposed bore
 - Show encasements if required, any other utilities or drainage structures, etc.
 - Crossing should be as perpendicular to the road as possible
 - __ Show abandoned utility lines
 - Abandoned lines 4" or greater shall be filled with grout or removed.
- X If a patch is to be made, the repair limits and buildup must be approved and shown in the plans
- X Depth of Bury (additional depth may be required)
 - 36" min. beneath the flow line of ditch, 48" min. under payement, 8' min. beneath flow line of stream
- X Bore Method & Bore Design Letter signed by Engineer of Record
 - Type of Bore with procedure and specifications, boring head, reamer size & fluid type
 - Directional bores shall include bore design information signed by the engineer of record. (Include: fluid type & normal operating PSI and GPM (the maximum allowable fluid rate is 350 PSI at 15 GPM)
 - Letter to include note: The max allowable ratio will not be exceeded without prior ALDOT approval.
- X Bores that require bore pits must state/depict bore pit dimensions (length x width x depth)
 - Bore pits must be located outside D/A fence on interstate crossings
 - Side roads must be bored & encased if ADT > 500

 plowing or trenching will not be allowed within the road prism area
X Profile of proposed Bore Crossings (label R/W, pipe, ground, etc)
Profile if manholes are permitted (Manholes must be flush with existing ground line)
All meters shall be installed off ALDOT rights-of-way
Horizontal distance from bridge footings or drainage structures is 25 foot minimum
Type marking to be placed with underground power lines and/or non-metallic conduit
(Metallic tape, flagging, etc.)
Encasements for Roadway Crossings
Water and Sewer mains larger than 2" shall be encased, materials may vary
Gas mains larger than 2" shall be encased in coated steel
X Communication lines may use continuous roll HDPE
X Minimum depth measurement is measured from the base of pavement to top of encasement
Encasement size, length (min.: back of ditch to back of ditch), type of material and coating
Encasements beneath Interstates should extend beyond the denied access on both sides
An individual steel or copper service line of 2" or smaller may cross under the roadway without
encasement. A copper line must be Type "K", continuous roll and be labeled on the plans to cross under
the road without encasement. Municipex Type A is equiv. to Copper Type K (2" or less, continuous roll).
Encasement variance for a utility line along/across the highway will only be accepted if the API
accompanied by a Pisces or Technical Toolbox computer generated report. The report shall adhere to
1102 and the PRCI Report PR-227-9424.
Spacer Detail (wooden spacers are not permitted for use in ROW)
Aerial Utilities:
Profile of Roadway Crossing, showing pole height, vertical clearances over centerline of travel ways, arm
length if street light
Minimum of 18' of clearance over travel ways
 Maintain a vertical and horizontal clearance of 25' over bridges
Vertical – from the top of the barrier rail
Horizontal – from the neat lines of the structure
 Clearance shown should be height of cable over travel lanes and sag point in line
Guy Wire requirements (Utility Manual 2.18.3)
Small cell sites must be specifically permitted as such, no new poles in ROW are allowed, all
aspects of operational need must be presented in plan set.
Poles shall be placed outside clear zone or and outside denied access fence on Interstate routes.
Proposed poles to be replaced/installed to an existing line shall be "In-Line"
Installation of new poles and/or pole foundations require the location of existing underground
utility lines and any drainage structures present to be shown in the plans.
·

Interstate Crossing: (In addition to utility plan requirements)

___ Installation procedure including Traffic Control Plan

- Law enforcement who have authority on Interstate within the project area will be on hand for traffic control and their location should be included on the diagram.
- Diagram showing the location of work trucks, if needed inside the ROW.
- If work trucks are needed inside of the D/A fence, their location should be included on the diagram.
- If stoppage of traffic is required, the day of week, time of day, and duration of stoppage should be included. Effort should be made to limit the time of lane closure. (Max. time is 10 minutes/stop or block)
 - Traffic control plan must meet most current edition of MUTCD. **Note regarding the rolling stop of traffic on the interstate, if a rolling stop is necessary an estimated time is required. (Maximum of 10 minutes for interstate closures)

Permit General Notes:

Notes:

- 1. All informational blanks within the notes are required to be completed.
- 2. Applicant is used to describe the legal permit applicant or any of their representatives, contractors, or assigns.
- 1. All meters shall be installed off of ALDOT Right-of-Way.
- 2. All manholes, valve boxes, and hand holes should be flush with existing ground.
- 3. Applicant shall contact the District Administrator <u>48 hours prior</u> to beginning work on ALDOT Right-of-Way. The District Administrators are as follows:

Area-9

- (91) Mobile County David A. Hollowell, (251) 470-8219
- (92) Baldwin County David M. Styron II, P.E. (251) 937-2086
- (93) Escambia and Conecuh Counties Mickey T. Jones, (251) 578-7540
- 4. The Engineer of Record shall promptly write an As-Built Certification letter to the District Administrator requesting an inspection upon completion of the permitted work. Any punch list items shall be completed prior to Provisional Acceptance of work.
- 5. Bonds submitted for permits shall be held for a (1) one-year Maintenance Period which begins on the <u>Provisional Acceptance date</u> issued by the Department. During this time any failures, deficiencies, or maintenance care shall be the responsibility of the applicant. At the end of the Maintenance Period the applicant or Engineer of Record shall submit a <u>bond release request letter</u> to the District Administrator, bonds are not released without request.
- 6. All traffic control shall be in accordance with Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition. (If project necessitates lane closure, lane closure must be made part of the permit.)
- 7. Onsite Representatives & Contact Information MARK SAXON 870-866-2081 B&L Cable Construction
- 8. Onsite representatives will have on hand, at all times:
 - (1) Approved permit and plans stamped by the Region Engineer
 - (2) Traffic Control Plans
 - (3) Erosion Control Plans
- 9. All disturbed areas on ROW shall receive 4" of topsoil and be sodded or seeded as directed by the Department.
- 10. All work on the ROW will be in conformance with the latest edition of ALDOT Standard Specifications.
- 11. Electric power and communication facilities will conform to the current applicable National Electrical Safety Code.
- 12. A Best Management Plan shall at minimum return all exposed areas to original or better condition and require stand of grass and/or sod before acceptance. Silt fence and any other erosion control items needed shall be used to prevent erosion. (NO HAYBALES ARE ALLOWED IN ROW)
- 13. All trees over 4" DBH shall not be cut/removed without written permission from ALDOT.
- 14. Absolutely no bore pits shall be allowed to be unfilled and/or uncovered overnight unless protected. (Bore pits have a maximum of 72 hours to be open before filled.)
- 15. Upon completion & any time thereafter, ALDOT retains the right to request an As-Built plan of any permitted work in said department's Rights-of-Way (ROW).
- 16. WARNING: Do not disturb Survey Markers located on ALDOT Right-of-Way. Any property markers disturbed during construction shall be re-established by an Alabama licensed professional land surveyor at the expense of the permit applicant.
- 17. The total area to be disturbed during construction of this permit: __.25 ___ acre(s).(On & Off ROW combined)
- 18. Water lines shall conform to the currently applicable standards of the *American Water Works Association*.
- 19. Pressure pipe lines shall conform to the currently applicable sections of *American National Standards Institute* (ANSI).
- 20. As required by Alabama Act 94-487: Call two working days before excavation 1-800-292-8525, Alabama Line Location Center, Inc.

21.	. All existing utility facilities in the proposed work area shall be physically located both horizontally and			
	vertically.			
	locates provided by 81	the area of work are represented to the 1 and individual due diligence. Engine	·	
	b. 811 Locate Request # 2	203510997 & 203571429		
22.	Any ornamental vegetative landscap	ping (shrubs, flowers, ornamental gras	ss, etc.) disturbed during construction	
	shall be replaced, transplanted or so	odded by the applicant as directed by t	the Alabama Department of	
	Transportation District Administrat			
23.		osited in the right-of-way shall be rem aintenance period of the permit contra		
24.		•	oosed of in accordance with applicable	
		nent of Environmental Management (A		
25.	-		ictures, trees, drains, water or gas pipes,	
		bed unless noted and approved by SHI		
26.	-	that streets are cleaned immediately a		
		be kept off streets, and out of inlets, o		
27.		-	sporting fuel, chemicals, fertilizers, etc.	
	onto right-of-way shall not be left up	nattended.		
28.	The applicant or Engineer of Record	d shall promptly notify ALDOT of any p	perceived conflicts, ambiguous items or	
	deficiencies in the plans, specification	ons, general notes or related contract o	documents.	
29.	For work within Interstate ROW, all	ingress and egress to worksite shall b	e from applicant's property. No access	
		ROW. Equipment and materials shall n		
			ite Distance <u>200'</u>	
	<u> </u>	rected onto state ROW? (circle) YES		
32.		ed conflicts present or are any relocati	*	
	constructed as proposed in these plans? (circle) YES Or NO Engineer Initials JDT			
33.	3. Minimum cover over utilities shall be maintained upon completion of work.			
	· ,	Engineer Initials JDT	N. 1944	
34.		esponsible and liable for all damages, a	ictions, or responsibilities of their	
	appointed contractors, assigns, or a	ppointees.		
	Baldwin County	251-580-2598	Baldwin County	
	APPLICANT NAME	APPLICANT PHONE #	105 W. Third Street	
			Bay Minette, AL 36507	
	Baldwin County - CIS		APPLICANT MAILING ADDRESS	
	105 W. Third Street			
	Bay Minette, AL 36507	February 2, 2021		
	MAILING ADDRESS FOR APPROVED PERMIT	DATE		
	John D. Thomas-PROLINE DESIGN,LLC	334-467-0243	johnthomas@pro-linedesign.com	
	ENGINEER OF RECORD	ENGINEER'S PHONE NUMBER	ENGINEER'S EMAIL ADDRESS	



Best Management Practice

Baldwin County will place 96 count fiber optic cable inside (1) 1.5" HDPE conduit along Alabama Highway 287 (Hand Ave) in the City of Bay Minette, Baldwin County from MP 0.04 to MP 0.14, utilizing the buried method of placement. Every effort shall be made by every member of construction to minimize disturbance to the site and to traffic. The total surface area disturbed will be less than ¼ acre; therefore, a storm water permit is not required.

All operators of construction equipment shall be experienced and qualified on the equipment they are operating. All equipment shall be clean and in good operating condition free of any fluid leaks. No vehicles or equipment shall be serviced or refueled within 500 feet of any wetlands or streams.

The buried cable sections will utilize the directional bore method of placement. All vehicular traffic associated with this project shall be kept to a minimum and shall remain within the maintained portion of the right-of-way when possible. Personnel and vehicles shall be limited to one side of the road except during placement of crossings.

The total length of proposed buried fiber on DOT right-of-way will be 0.12 miles which will be placed by directional bore. The buried placement will maintain a minimum of 36" depth with 48" depth below paved side roads and driveways, 3' minimum vertical depth below all drain pipes and structures when crossing. Minimum of 24" separation from all other existing utilities and at crossing locations.

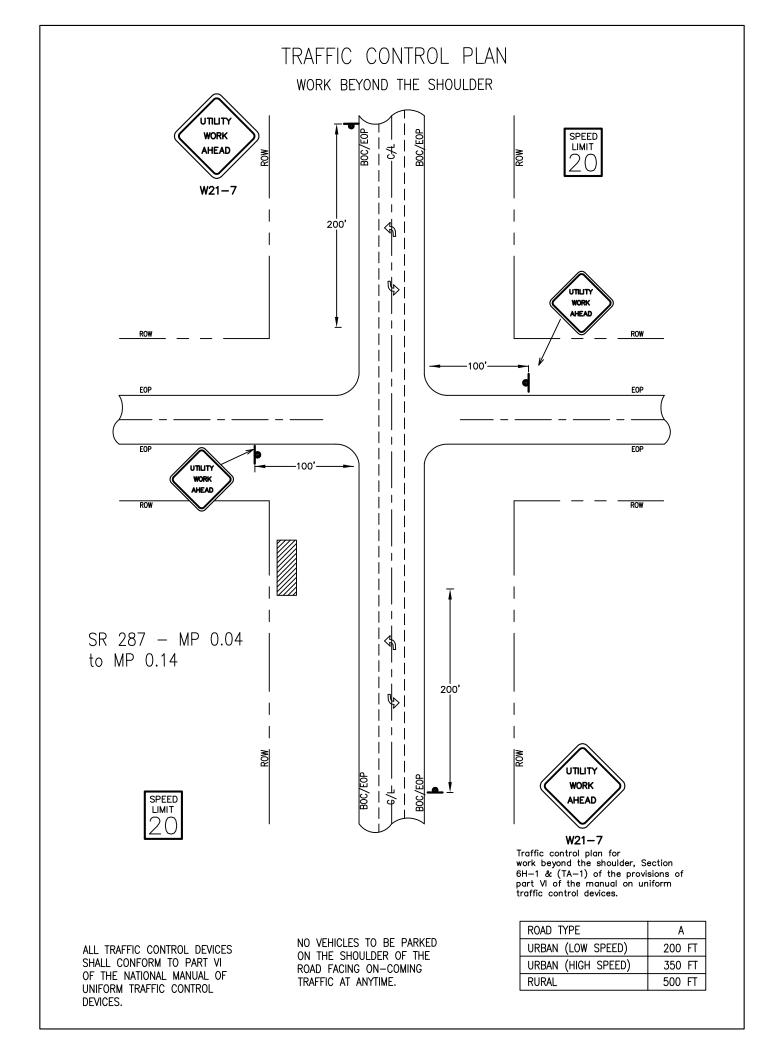
Due to the methods of construction selected for this project, minimal areas of construction requiring erosion control are anticipated. If necessary, erosion control procedures such as planting of grass seeds, sodding, covering the area with scattered hay, staked hay bales, and/or embedded and staked filter cloth will be implemented. These procedures will conform to guidelines as set forth in the Alabama Department of Transportation Standard Specifications for Highway Construction (Current Edition) Section 692 Seeding and Section 860 Roadside Improvement Material.

BORING PROCEDURE FOR ALDOT RIGHT-OF-WAY

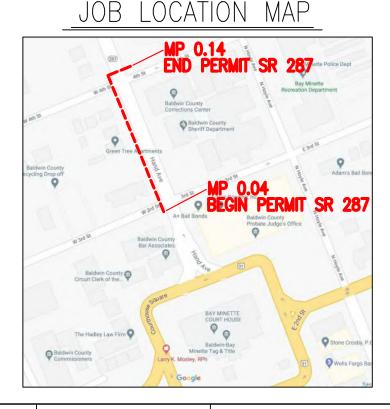
Bore Loca	Baldwin County tion: AL SR 287 (Hand Ave)
A.	ENVIRONMENTAL PROTECTION: Before any work is begun on ALDOT right-of-way, the contractor shall install erosion control devices which meet current ALDOT standards and specifications. Additional environmental protection necessary to contain any hydraulic or boring fluid spills shall be installed, including berms, liners, turbidity curtains and other measures. Contractor shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200' of any water-body or wetland.
В.	UTILITY LOCATES: Contractor shall notify all companies with underground utilities in the work area via the State or Local "One Call" to obtain utility locates. Contractor shall not begin work until all underground utilities within the work area have been located.
C.	SAFETY: Contractor shall adhere to all State, Federal, and Local Safety regulations and all operations shall be conducted in a safe manner.
D.	DRILLING FLUIDS: A solution marketed as _EZ MUD will be used as a boring lubricant during the boring process. Per manufacturers recommendations the lubricant can be injected into the operation at a maximum rate of 4 Gallons per minute. Actual operating injection rate shall be 4 gallons per minute. A solution marketed as Will be used as a sealant to support any unstable soil encountered during the bore application. Per manufacturers recommendation the sealant can be injected at the maximum rate of 250 pounds per square inch. Actual operating pressure shall be 250 pounds per square inch.
E.	DRILLING EQUIPMENT: The drilling machine to be used in this operation will be manufactured by VERMEER , model 24 x 40 . The machine has a maximum operating thrust of 24,000 pounds and a maximum pull back of 24,000 pounds. The automatic locating system will be a DCI-F5 which will allow the operator and spotter to maintain depth and grade at all times.
	PILOT HOLE: A <u>3</u> inch Pilot hole shall be drilled on bore path at or greater than the required minimum depth over a length of 100°. In the event that pilot does deviate from the bore path resulting in a bore depth less that the required minimum the contractor will notify the Engineer and the Engineer may require the contractor to pull back and re-drill from the location along the bore path before the deviation.
G.	REAMING: Upon successful completion of the pilot hole, the contractor will ream the bore hole to a NA inch diameter using a NA inch reaming head and if necessary repeat with a NA inch reaming head to achieve the desired hole diameter needed to accommodate the required encasement pipe.
Н.	BORE: All bores will begin and end a minimum of 3' beyond the toe-of-ditch and below the ditch elevation to achieve the minimum required cover within the right-of-way. The depth and direction of the bore will be tracked during the process by electronic detection of the bore head. The encasement will be plugged with duct sealing compound. This compound will be comprised of non-hazardous compounds.

I. Any deviations from the above mentioned requirements will be covered with the ALDOT

District Manager prior to the start of construction.



JOB VICINITY W+ES BAY MINETTE 23:



Permit General Notes:

- 1. MAKE THIS A SAFE JOB.
- 2. All manholes, valve boxes, and hand holes should be flush with existing ground.
- 3. Applicant shall contact the District Administrator 48 hours prior to beginning work on ALDOT Right-of-Way. The District Administrators are:

DISTRICT 92 PERMIT MANAGER, MR. DARRIN REED AT 251-937-2086.

- (92) Baldwin County -David M. Styron II, P.E. (251) 937-2086
- 4. The Engineer of Record shall promptly write an As-Built Certification letter to the District Administrator requesting an inspection upon completion of the permitted work. Any punch list items shall be completed prior to Provisional Acceptance of work.
- 5. Bonds submitted for permits shall be held for a (1) one—year Maintenance Period which begins on the Provisional Acceptance date issued by the Department. During this time any failures, deficiencies, or maintenance care shall be the responsibility of the applicant. At the end of the Maintenance Period the applicant or Engineer of Record shall submit a bond release request letter to the District Administrator, bonds are not released without request.
- 6. All traffic control shall be in accordance with Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition. (If project necessitates lane closure, lane closure must be made part of the permit.)
- 7. Onsite Representatives & Contact Information: Mark Saxon 870-866-2081 (B&L Cable Construction)
- 8. Onsite representatives will have on hand, at all times:
- (1) Approved permit and plans stamped by the Region Engineer
- (2) Traffic Control Plans
- (3) Erosion Control Plans
- 9. All disturbed areas on ROW shall receive 4" of topsoil and be sodded or seeded as directed by the Department.
- 10. All work on the ROW will be in conformance with the latest edition of ALDOT Standard Specifications.
- 11. Electric power and communication facilities will conform to the current applicable National Electrical Safety Code.
- 12. A Best Management Plan shall at minimum return all exposed areas to original or better condition and require stand of grass and/or sod before acceptance. Silt fence and any other erosion control items needed shall be used to prevent erosion. (NO HAYBALES ARE ALLOWED IN ROW)
- 13. All trees over 4"DBH shall not be cut/removed without written permission from ALDOT.
- 14. Absolutely no bore pits shall be allowed to be unfilled and/or uncovered overnight unless protected. (Bore pits have a maximum of 72 hours to be open before filled.)
- 15. Upon completion & any time thereafter, ALDOT retains the right to request an As-Built plan of any permitted work in said department's Rights-of-Way (ROW).
- 16. WARNING: Do not disturb Survey Markers located on ALDOT Right-of-Way. Any property markers disturbed during construction shall be re-established by an Alabama licensed professional land surveyor at the expense of the permit applicant.
- 17. The total area to be disturbed during construction of this permit: .25 acre(s).(On & Off ROW combined)
- 18. Water lines shall conform to the currently applicable standards of the American Water Works Association.
- 19. Pressure pipe lines shall conform to the currently applicable sections of American National Standards Institute (ANSI).
- 20. As required by Alabama Act 94-487: Call two working days before excavation 1-800-292-8525, Alabama Line Location Center, Inc.

EXISTING UTILITIES LEGEND

- O TELEPHONE POLE
- ▼ TELEPHONE PED WATER VALVE
- WATER METER - FIRE HYDRANT

PROPOSED LEGEND

MARKER FIBER CABLE MARKER BORE PATH HANDHOLE BORE PIT

WORK LOCATION DESIGNATION

STORM DRAIN DRAIN INLET O CATCH BASIN -- CENTER LINE ---- R.O.W. LINE -X-X-X- FENCE LINE

SYMBOL LEGEND

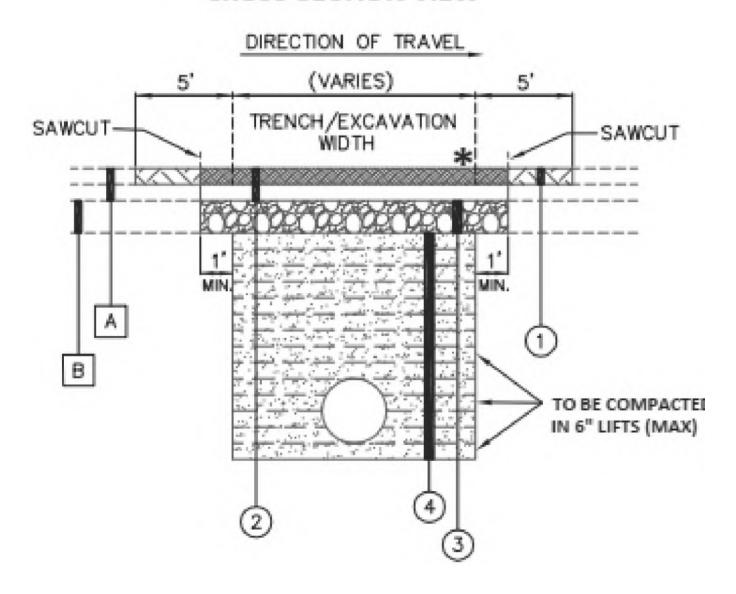
PRO-LINE DESIGN 1020 MONTICELLO CT., SUITE 201 MONTGOMERY, AL 36117 334-467-0243

CABLE CONSTRUCTION 11446 Brooklyn Rd ANDALUSIA, AL 36421 334-427-0888

DRAWN BY: PLD-MTT J2026 MAP # 1 OF 4 DATE: 12-28-20 SCALE: DATE: (AS BUILT)

BALDWIN COUNTY PROPOSED INSTALLATION OF FIBER OPTIC CABLE Alabama 287—Hand Ave (Bay Minette, AL)

CROSS-SECTION VIEW



EXISTING MATERIALS LEGEND

- A. EXISTING INPLACE PAVEMENT
- EXISTING INPLACE ROADWAY BASE

REQUIRED MATERIALS LEGEND

1.	ALDOT 429A	IMPROVED BITUMINOUS CONCRETE WEARING
2.	ALDOT 429B	SURFACE LAYER (MATCH EXISTING THICKNESS) IMPROVED BITUMINOUS CONCRETE BINDER
		I AYER (MATCH EXISTING THICKNESS)
3.	ALDO⊺ 301A	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS
		(COMPACTED TO 100% MAX DRY DENSITY)
4.	ALDOT 210D	BORROW EXCAVATION (A2 OR BETTER)
		(COMPACTED TO 95% MAX DRY DENSITY)
		(PLACED IN 6" MAX LIFTS)†
		† ALDOT 210F BORROW EXCAVATION (UNDERWATER BACKFILL)
		(ALDOT #57 STONE) MAY BE USED ONLY WHEN PROPER COMPACTION CANNOT BE ACHIEVED DUE TO EXCAVATION
		BELOW THE WATERTABLE OR OBSTRUCTIONS SUCH AS UTILITIES.

EXISTING UTILITIES LEGEND

O TELEPHONE POLE TELEPHONE PED

WATER VALVE

WATER METER TIRE HYDRANT PROPOSED LEGEND

MARKER FIBER CABLE MARKER BORE PATH HANDHOLE BORE PIT

WORK LOCATION DESIGNATION

DRAIN INLET CATCH BASIN — – CENTER LINE ----- R.O.W. LINE -X-X-X- FENCE LINE

SYMBOL LEGEND

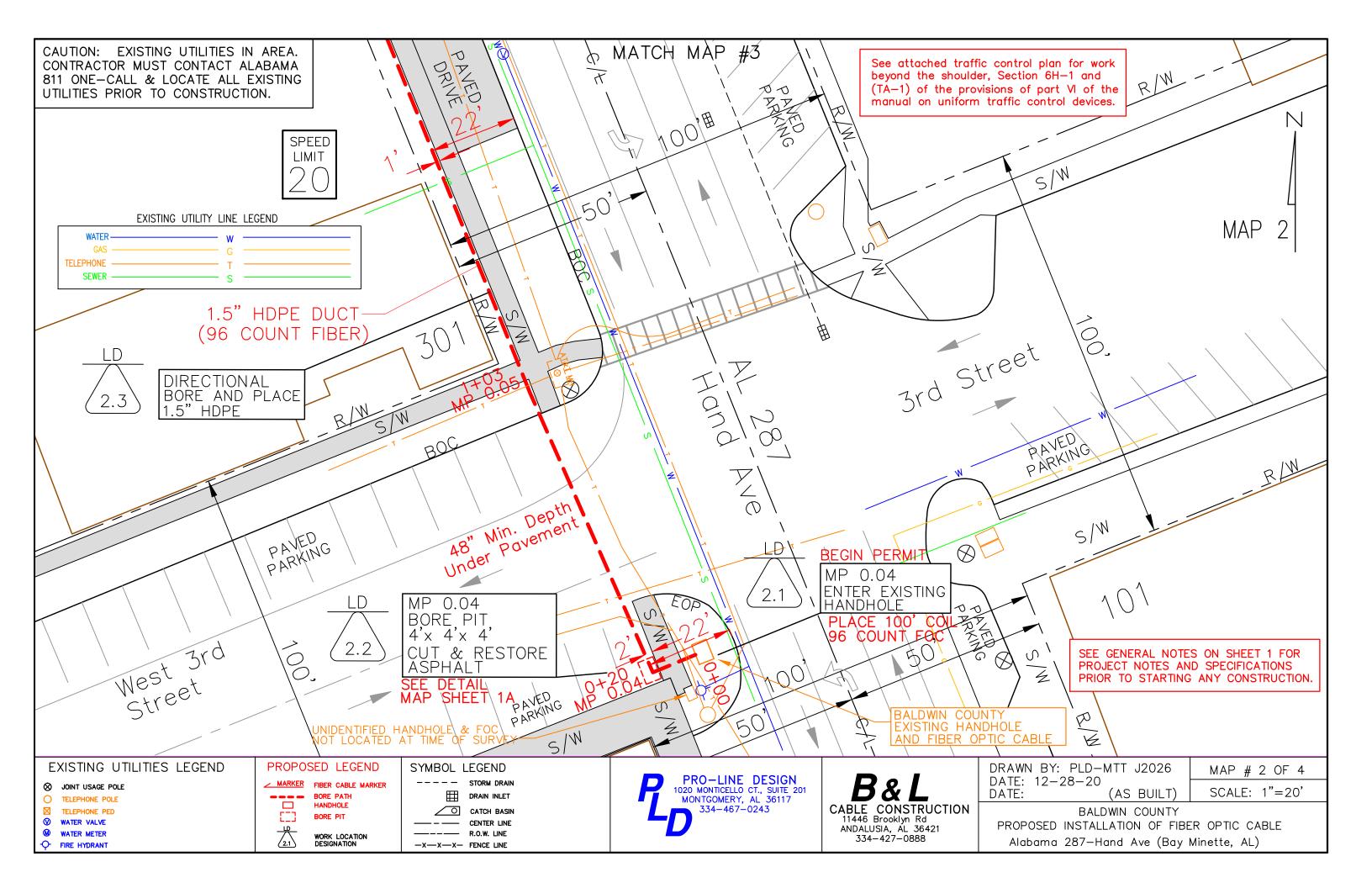
---- STORM DRAIN

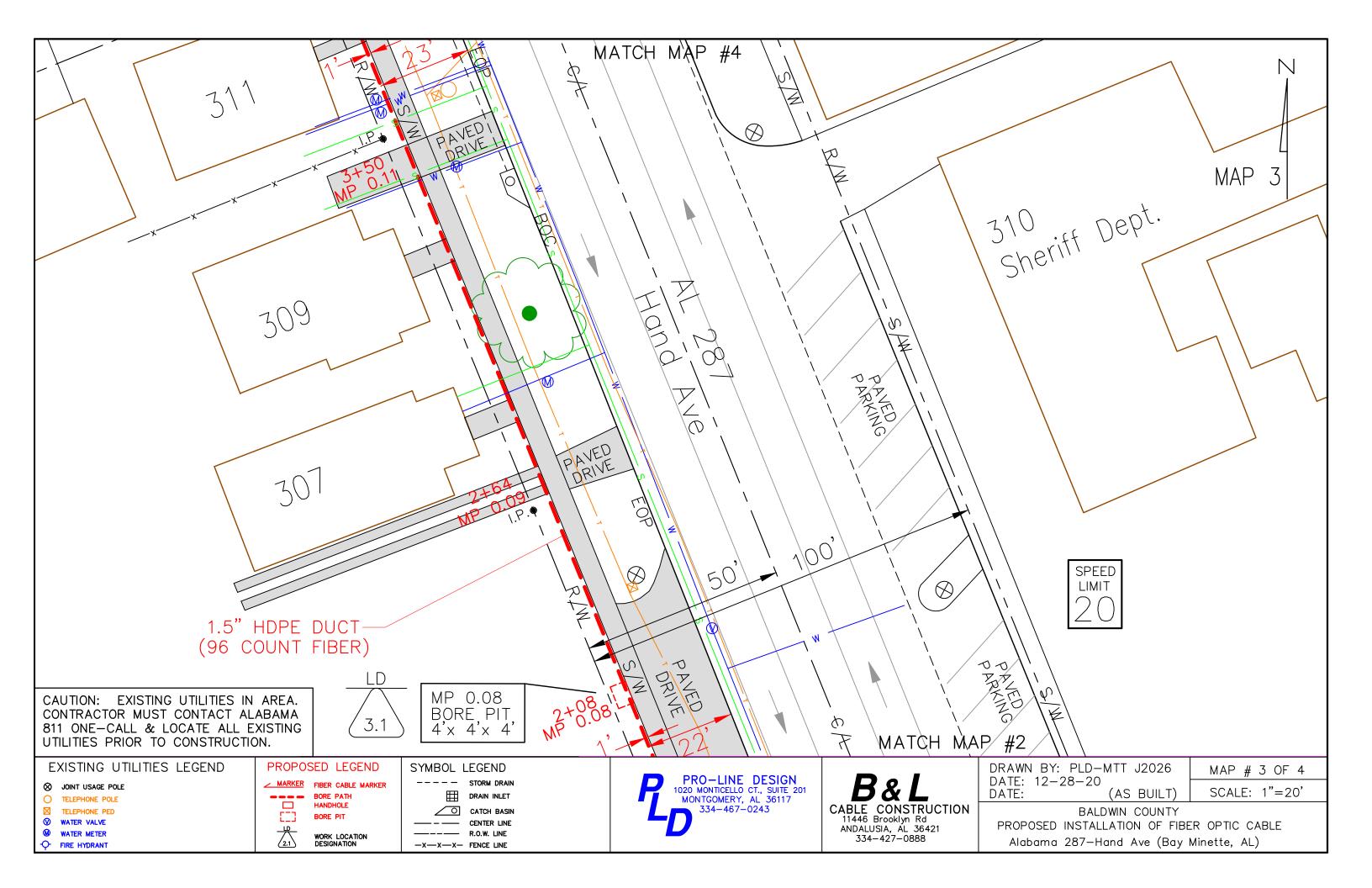


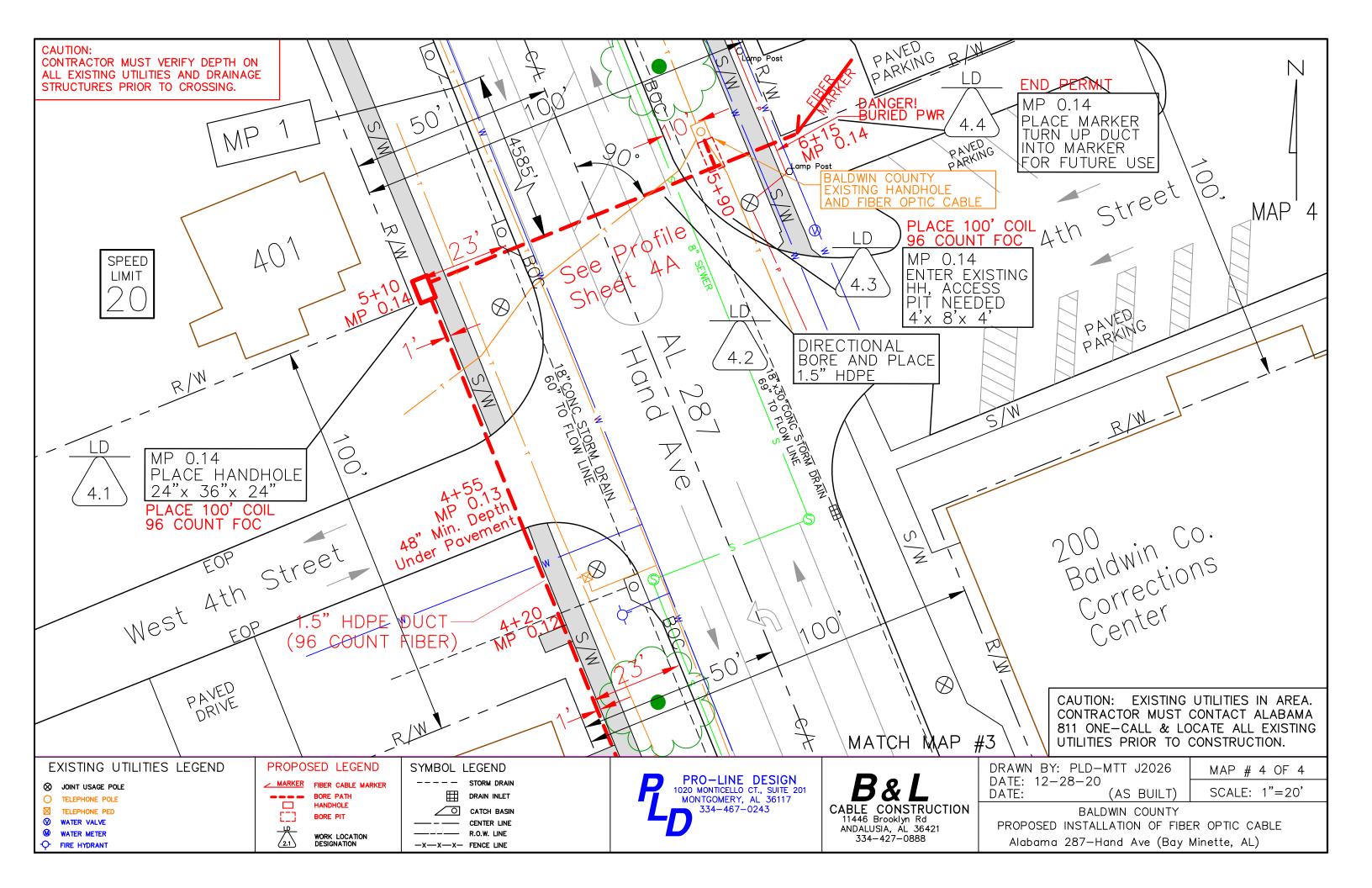


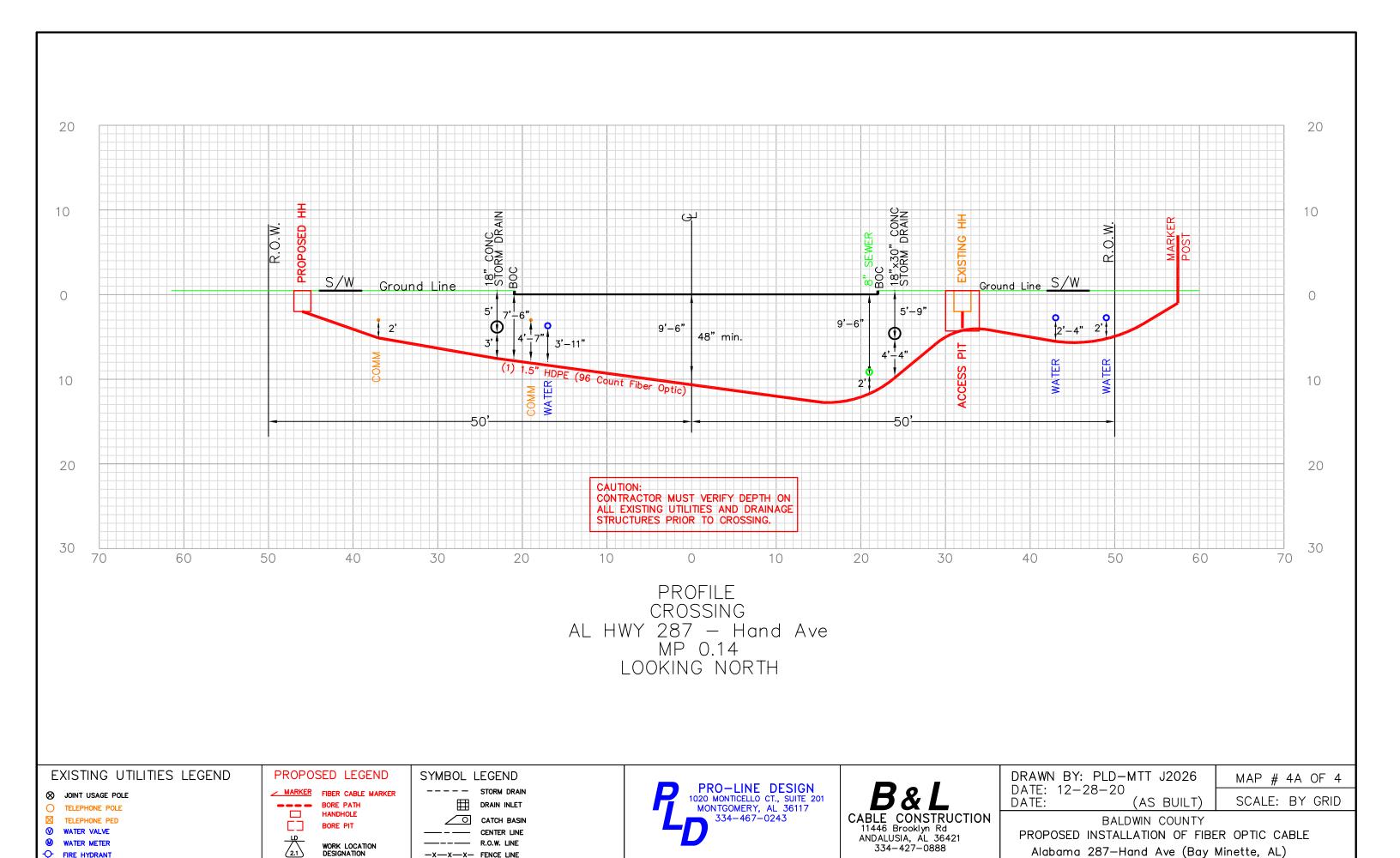
DRAWN BY: PLD-MTT J2026 MAP # 1A OF 4 DATE: 12-28-20 DATE: SCALE: NTS (AS BUILT)

BALDWIN COUNTY PROPOSED INSTALLATION OF FIBER OPTIC CABLE Alabama 287—Hand Ave (Bay Minette, AL)









-X-X-X- FENCE LINE

- FIRE HYDRANT



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Brian Peacock, CIS Director

Submitted by: Brian Peacock, CIS Director

ITEM TITLE

Motorola Equipment Lease Purchase Agreement #24671 Change Order 001

STAFF RECOMMENDATION

Authorize and approve the Chairman to execute Change Order 001 for Motorola Equipment Lease Purchase Agreement #24671 2-Site Add to Baldwin County Master Core ALA18P124A which descopes certain site development services and adds MPLS routers and installation services for interzone capability. The Change Order will have no effect to the existing lease equipment list and there will be a net charge of \$0 to the overall project.

BACKGROUND INFORMATION

Previous Commission action/date: September 20, 2019

Background: During the September 20, 2019 regular meeting, the Commission approved the execution of two (2) five channel ASR RF sites located in the Gulf Shores and Fort Morgan area to increase the coverage of the existing P25 Radio Network. These sites would improve the coverage of the P25 system where we are currently experiencing little to no coverage with the existing towers located around the area.

This change order will take the following action:

Delete P25 Civil Installation Services (\$56,384.00) Add MPLS Equipment \$29,487.00 Add MPLS Installation Services \$26,897.00

Net change of \$0 to the overall project.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used:

If this is not a budgeted expenditure, does the recommendation create a need for funding? $\ensuremath{\text{N/A}}$

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\mathsf{N/A}}$

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:

Individual(s) responsible for follow up: Brian Peacock to hand deliver signed Change Order

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

Address Correspondence to:

Stephanie Shirley, Motorola Representative Team One Communications, Inc. 3360 Key Street

Mobile, Alabama 36609

Additional instructions/notes:



CHANGE ORDER

Descope certain site development services, and add MPLS routers and installation services for interzone capability. No change to existing lease equipment list. Net change of \$0 to the overall project. Contract # Lease 24671	Change Order No.	001				
Customer Name: Customer Project Mgr: Baldwin County Commission Brian Peacock The purpose of this Change Order is to: (highlight the key reasons for this Change Order) Descope certain site development services, and add MPLS routers and installation services for interzone capability. No change to existing lease equipment list. Net change of \$0 to the overall project. Contract # Lease 24671	Date:	1/22/2021				
Customer Project Mgr: Brian Peacock The purpose of this Change Order is to: (highlight the key reasons for this Change Order) Descope certain site development services, and add MPLS routers and installation services for interzone capability. No change to existing lease equipment list. Net change of \$0 to the overall project. Contract # Lease 24671	Project Name:	Baldwin County 2 Site Add				
The purpose of this Change Order is to: (highlight the key reasons for this Change Order) Descope certain site development services, and add MPLS routers and installation services for interzone capability. No change to existing lease equipment list. Net change of \$0 to the overall project. Contract # Lease 24671	Customer Name:	Baldwin County Commission	n			
Descope certain site development services, and add MPLS routers and installation services for interzone capability. No change to existing lease equipment list. Net change of \$0 to the overall project. Contract # Lease 24671	Customer Project Mgr:	Brian Peacock				
Contract # Lease 24671 Contract Date: 9/20/2019 In accordance with the terms and conditions of the contract identified above between [enter customer name] and Motorola Solutions, Inc., the following changes are approved: Contract Price Adjustments Original Contract Value: \$986966 Previous Change Order amounts for Change Order numbers through \$0 This Change Order: \$0 New Contract Value: \$986966 Completion Date Adjustments Original Completion Date: Current Completion Date prior to this Change Order:	The purpose of this Change Order	is to: (highlight the key reaso	ons for this Change Order)			
In accordance with the terms and conditions of the contract identified above between [enter customer name] and Motorola Solutions, Inc., the following changes are approved: Contract Price Adjustments Original Contract Value: \$986966 Previous Change Order amounts for Change Order numbers through \$0 This Change Order: \$0 New Contract Value: \$986966 Completion Date Adjustments Original Completion Date: Current Completion Date prior to this Change Order:	interzone capability. No change to e	interzone capability. No change to existing lease equipment list. Net change of \$0 to the overall				
[enter customer name] and Motorola Solutions, Inc., the following changes are approved: Contract Price Adjustments Original Contract Value: \$986966 Previous Change Order amounts for Change Order through \$0 This Change Order: \$0 New Contract Value: \$986966 Completion Date Adjustments Original Completion Date: Current Completion Date prior to this Change Order:		Contrac	ct Date: 9/20/2019			
Previous Change Order amounts for Change Order so so so through so This Change Order: \$0 New Contract Value: \$986966 Completion Date Adjustments Original Completion Date: Current Completion Date prior to this Change Order:						
This Change Order: \$0 New Contract Value: \$986966 Completion Date Adjustments Original Completion Date: Current Completion Date prior to this Change Order:	In accordance with the terms and con [enter customer name] and Motorola 9					
This Change Order: \$0 New Contract Value: \$986966 Completion Date Adjustments Original Completion Date: Current Completion Date prior to this Change Order:	In accordance with the terms and con [enter customer name] and Motorola 9	Solutions, Inc., the following o	changes are approved:			
New Contract Value: \$986966 Completion Date Adjustments Original Completion Date: Current Completion Date prior to this Change Order:	In accordance with the terms and con [enter customer name] and Motorola S Contract Price Adjustments Previous Change Order	Solutions, Inc., the following of Original Contract Value:	changes are approved:			
Completion Date Adjustments Original Completion Date: Current Completion Date prior to this Change Order:	In accordance with the terms and con [enter customer name] and Motorola S Contract Price Adjustments Previous Change Order	Solutions, Inc., the following of Original Contract Value:	\$986966			
Original Completion Date: Current Completion Date prior to this Change Order:	In accordance with the terms and con [enter customer name] and Motorola S Contract Price Adjustments Previous Change Order	Original Contract Value:	\$986966			
Current Completion Date prior to this Change Order:	In accordance with the terms and con [enter customer name] and Motorola S Contract Price Adjustments Previous Change Order	Original Contract Value: r amounts for Change Order through This Change Order:	\$986966 \$0 \$0			
	In accordance with the terms and con [enter customer name] and Motorola S Contract Price Adjustments Previous Change Order numbers	Original Contract Value: r amounts for Change Order through This Change Order: New Contract Value:	\$986966 \$0 \$0			
New Constitution Date: 00/00/0004	In accordance with the terms and con [enter customer name] and Motorola S Contract Price Adjustments Previous Change Order numbers	Original Contract Value: r amounts for Change Order through This Change Order: New Contract Value:	\$986966 \$0 \$0			
New Completion Date: 06/30/2021	In accordance with the terms and con [enter customer name] and Motorola S Contract Price Adjustments Previous Change Order numbers Completion Date Adjustments	Original Contract Value: r amounts for Change Order through This Change Order: New Contract Value:	\$986966 \$0 \$0			

Changes in Equipment: (additions, deletions or modifications) Include attachments if needed



CHANGE ORDER

001

ADD:				
QTY	NOMENCLATURE	DESCRIPTION	UNIT	EXT
			LIST	LIST
			(USD)	(USD)
2	DSMW3HE06791AA	SAR-8 SHELF V2	840	1680
2	DSMW3HE02784MA	SAR RELEASE 9.0 BASIC OS LICENSE	595	1190
2	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT	420	840
		TEMP -48VDC		
4	DSMW3HE02774AB	CONTROL SWITCH MODULE V2	2450	9800
		(CSMV2) 48V		
4	DSMW3HE11473AK	PMC CARD W/ 4 GIG-E SFP BUNDLE	3780	15120
		(1) 3HE02782AA PMC, (4)		
		SHE11904AA SFP		
36	DSMW3HE10823QA	5620 SAM R14 CLASSIC SUITE LICENSE	80	2880
		POINT		
4	DSMW3HE05838AA	250W 120/240V AC POWER	602	2408
		CONVERTER		
4	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL	193	772
		- O-RING		
TOTAL (LIST): \$34,690,00				

 TOTAL (LIST):
 \$34,690.00

 TOTAL AFTER DISCOUNT:
 \$29,487.00

Changes in Services: (additions, deletions or modifications) Include attachments if needed

ADD:

MPLS Installation Services: \$26,897.00

Delete:

P25 Civil Installation Services: (\$56,384.00)

Schedule Changes: (describe change or N/A)

Extend contract to June 30, 2021.

Pricing Changes: (describe change or N/A)

N/A

Customer Responsibilities: (describe change or N/A)



CHANGE ORDER

001

N/A		
Payment Schedule for this Change O		
(describe new payment terms applicable N/A	e to <u>tnis</u> cnange order)	
1.07.		
Unless amended above, all other terms a any inconsistencies between the provision provisions of this Change Order will previous WITNESS WHEREOF the parties have	ons of this Change Order and the pail.	provisions of the Contract, the
Motorola Solutions, Inc.	Cus	tomer
By:	Ву:	
Printed Name:	Printed Name:	
Title:	Title:	
Date:	Date:	
Reviewed by:		Date:
Motorola Solutions F	Project Manager	<u></u>



Baldwin County Commission

Agenda Action Form

File #: 21-0416, **Version:** 1 **Item #:** BH3

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Brian Peacock, CIS Director

Submitted by: Susan Kilby-Aaron, Business Manager

ITEM TITLE

North Baldwin Literacy Council - Termination of Interlocal Agreement for Computer Networking Services

STAFF RECOMMENDATION

Approve the request from North Baldwin Literacy Council to terminate the Agreement between Baldwin County Commission and North Baldwin Literacy Council for internet services for Computer Networking Service and Support effective February 2, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: 06/05/2001

Background: On June 5, 2001, the Baldwin County Commission approved the Interlocal Agreement to provide Computer Networking Services, to include internet and network support, to North Baldwin Literacy Council renewed annually. The initial term of this Agreement shall be for one (1) year and the Agreement will automatically renew on an annual basis, subject to termination as hereinafter set forth. Either party may terminate this Agreement by 60 days written notice.

On January 13, 2021, correspondence was received from Ms. Cheryl Clarke, Director of the North Baldwin Literacy Council, requesting the Commission terminate the Interlocal Agreement effective June 3, 2020. The Literacy Council has moved their computer service with the Alabama Supercomputer Authority.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? 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: County Administration Staff to prepare correspondence and mail termination letter of Agreement to North Baldwin Literacy Council.

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

Cheryl P. Clarke, Director North Baldwin Literacy Council 205 W 2nd Street Bay Minette, Alabama 36507

Cc:

Brian Peacock Susan Kilby

Additional instructions/notes: N/A

NORTH BALDWIN LITERACY COUNCIL



205 W 2nd St Bay Minette, AL 36507 E-Mail: director@nbliteracy.org Website: nbliteracy.org Phone: 251-937-1112 Fax: 251-937-0339 Board of Directors
Joanna Bailey, *President*Annie Horace
Tyra Lacy
Donna Holmes
Jerry Rice
Nikki Paschal
Susan Crane

January 13, 2021

Baldwin County Commissioners:

The North Baldwin Literacy Council would like to formally terminate our contract with the county for our internet services. When the Bay Minette Public Library went onto the Alabama Supercomputer Authority on June 3, 2020 our office internet went with it. We are asking for the termination of all internet services with the county to be effective June 3, 2020.

If you have any questions, please do not hesitate to give me a call.

Very truly yours,

Cheryl P Clarke, Director North Baldwin Literacy Council



COUNTY COMMISSION

BALDWIN COUNTY
P. O. BOX 1488
322 COURTHOUSE SQUARE
BAY MINETTE, ALABAMA 36507

(334) 937-9561 FAX (334) 580-2500 www.co.baldwin.al.us

T---- 5 0001

June 5, 2001

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<u>MEMBERS</u>

I. JONATHAN H. ARMSTRONG

2. FRANK BURT, JR.

3. GEORGE A. PRICE

4. MARY FRANCES STANFORD

5. CHARLES A. (CHUCK) BROWDY

6. T. JOE FAUST

7. ALLEN D. PERDUE

COUNTY ADMINISTRATOR ROBERT W. KONCAR

Ms. Charlotte J. Cabaniss, President North Baldwin Literacy Council

Post Office Box 144 Bay Minette, AL 36507

RE:

Interlocal Agreement to Provide Computer Networking Services to North Baldwin

Literacy Council

Dear Ms. Cabaniss:

The Baldwin County Commission during the regular scheduled session assembled on June 5, 2001 approved the Interlocal Agreement to provide Computer Networking Services to the North Baldwin Literacy Council.

The initial cost to the County will be covered by the \$50 setup fee that has been quoted and the ongoing costs will be covered by the monthly rates as set forth in the attached fee schedule.

Please have the attached agreement executed and forward back to this office for full execution. A copy will be forwarded to you for your files.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

T. JOE FAUST, Chairman
Baldwin County Commission

TJF/klk

cc:

David Pimperl

Kyle Baggett Locke Williams

Attachments

STATE OF ALABAMA

BALDWIN COUNTY

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("AGREEMENT") is made and entered into by and between the NORTH BALDWIN LITERACY COUNCIL ("LITERACY COUNCIL") and the BALDWIN COUNTY COMMISSION ("COUNTY") on this the day of _________, 2001;

WITNESSETH:

WHEREAS, the LITERACY COUNCIL has requested that the COUNTY connect the LITERACY COUNCIL'S personal computers to the COUNTY'S County Network under the guidance and direction of the COUNTY'S Communication & Information Systems Department (CIS); and

WHEREAS, the COUNTY has agreed to provide said services and acknowledges that by providing the same they are benefiting the citizens of Baldwin County.

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

1. SERVICES PROVIDED

The Baldwin County Communications & Information Systems Department (CIS) will network and maintain the Literacy Council's Personal Computer(s) as set forth below.

Services will Include:

Setting up the Literacy Council on the County Network, to provide Internet Access.

Providing required internal cabling.

Connecting desktop PC(s) to County provided network equipment (i.e. Ethernet hubs or switches).

Setting up user ids, user directories, and departmental directories on the County server.

Administering access security as directed by Literacy Council's contact person.

Providing Installation, Technician, Programmer, and Repair services as required.

Literacy Council's Responsibilities:

Identify a contact person that is authorized to request services and make decisions as relates to user setups & security.

Literacy Council, by signing of this agreement, acknowledges that the County may monitor electronic communications for purposes as outlined in the County Electronic Communication Policy, which is attached as Exhibit 1 and incorporated herein as though fully set forth. Literacy Council agrees to abide by the guidelines for appropriate use as outlined in the Policy. Literacy Council agrees to take appropriate action if any illegal or inappropriate use is discovered. Failure by Literacy Council to remedy such a situation could result in immediate termination of this agreement by the County.

County Responsibilities:

Provide trained staffing, test equipment, and network equipment necessary to fulfill obligations set forth in this agreement.

Limitations:

County will install & maintain the network as outlined above. County will at the request of the Literacy Council provide troubleshooting & repair services on Literacy Council PC(s), but this will be on a time & material basis as set forth in the rate schedule. Other computer and network services that are not part of this agreement can also be provided on a time material basis if the Literacy Council so desires.

County will network Literacy Council PC(s) where outside plant infrastructure exists within the County Network. This will be at rates set forth in the rate schedule. If Literacy Council desires other facilities networked that do not have outside plant infrastructure in place, County will work with Literacy Council to determine best method and cost of providing service to those facilities. This will be handled on a case by case basis.

2. PAYMENT FOR SERVICES

For the services in Section 1 the Literacy Council will pay the County based on the same rate schedule setup for County Departments. Current rate schedule and definition of rates is attached as Exhibit 1and incorporated herein as though fully set forth. Payments will be due 30 days after the beginning date of this agreement every month thereafter.

3. TERM OF AGREEMENT

The effective date of this Agreement is the date hereinabove set forth in the initial paragraph. The services described in this agreement shall begin 10 days after said date. The initial term of this Agreement shall be for one (1) year and the Agreement will automatically renew on an annual basis, subject to termination as hereinafter set forth.

4. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by 60 days written notice.

5. LIABILITY

The Literacy Council shall indemnify and hold the County harmless from any and all liability whatever kind and character for personal injury, wrongful death or property damage which may in any way arise from or result from the services provided by the County herein.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals with full authority so to do.

BALDWIN COUNTY COMMISSION

T. JOE FAUST

As Its Chairman

ATTEST:

ROBERT W. KONCAR

As Its Administrator

NORTH BALDWIN LITERACY COUNCIL

As Its President

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and State do hereby certify that T. JOE FAUST and ROBERT W. KONCAR, whose names as Chairman and Administrator of BALDWIN COUNTY COMMISSION are signed to the foregoing instrument and who are known to me, acknowledged before me on this date, that, being informed of the contents of said instrument they as such officers and with full authority so to do executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 5th day of June 2001.

NOTÁRY PUBLIC, AL AT LARGE

My Commission Expires: My Commission Expires 07/16/2002

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and State do hereby certify that CHARLOTTE J. CABANISS, whose name as President of NORTH BALDWIN LITERACY COUNCIL is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that, being informed of the contents of said instrument she as such officer and with full authority so to do executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 18 day of 2001.

NOTARY PUBLIC, AL AT LARGE

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Jan 19, 2004 BONDED THRU NOTARY PUBLIC UNDERWRITERS



Baldwin County Commission

Agenda Action Form

File #: 21-0466, Version: 1 Item #: BH4

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Brian Peacock, CIS Director

Submitted by: Brian Peacock, CIS Director

ITEM TITLE

Tyler Technologies - Amendment to License and Services Agreement

STAFF RECOMMENDATION

Take the following actions related to the License and Services Agreement between Baldwin County Commission and Tyler Technologies; effective on June 11, 2019:

- 1) Approve and authorize the Chairman to sign all documents related to the Amendment to the License and Services Agreement which removes unused conversions in the amount of \$4,000.00; and
- 2) Approve and authorize the Chairman to sign all documents related to the sales quotation for Implementation Hours in the amount of \$3,500.00.

BACKGROUND INFORMATION

Previous Commission action/date: 06/04/2019

Background:

At its regularly scheduled meeting on June 4, 2019, the Commission approved and authorized the Chairman to sign all documents related to the purchase and installation of Tyler software and related services through a Sourcewell contract, formerly known as National Joint Powers Alliance, for the amount of \$1,140,220.00 with an additional estimated travel cost of \$97,270.00. Invoicing for all fees are set forth in the Investment Summary per Tyler Technologies' Invoicing and Payment Policy attached in the License and Services Agreement. (Contract was effective upon full execution.)

FINANCIAL IMPACT

Total cost of recommendation:

Amendment to agreement provides a reduction of \$4,000.00 Implementation Hours \$3,500.00

Total cost of recommendation: - \$500.00

Budget line item(s) to be used: 51965.5500.02

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

Not at this time; Budget staff will monitor the situation.

LEGAL IMPACT

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

David Conner, previously reviewed Tyler Technologies legal documents

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: Brian Peacock

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

Brian Peacock email signed copy to Tyler Technologies Contact.

Tyler Technologies, Inc. One Tyler Drive Yarmouth, Maine 04096 Attention: Chief Legal Officer

Additional instructions/notes: N/A



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Baldwin County, Alabama with offices at 322 Courthouse Square, Bay Minette, Alabama 36507 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 11, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

- 1. The following unused conversions are hereby removed from the Agreement:
 - a. Inventory-Std Master, at a contract price of \$4,000.00.
- The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Fees for services, along with applicable expenses, shall be invoiced as provided and/or incurred.
- 3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Baldwin County, AL
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:





Exhibit 1 Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Sales Quotation For

Baldwin County 322 Courthouse Sq Bay Minette , AL 36507-4809 Phone: +1 (251) 937-9561

Email: BPEACOCK@baldwincountyal.gov

Quoted By: David Regnery
Date: 1/6/2021
Quote Expiration: 7/5/2021

Quote Name: Baldwin County-ERP-Change Order 20 Hours

Quote Number: 2021-121316

Quote Description: Change Order 20 Hours

Other Services

C.1.101 CO.111000				
Description	Quantity	Unit Price	Extended Price	Maintenance
Implementation Hours	20	\$175	\$3,500	\$0
	TOTAL:		\$3.500	\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Annual		\$0.00
Total Tyler Services	\$3,500.00	\$0.00
Total Third Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$3,500.00	\$0.00
Contract Total (Excluding Estimated Travel)	\$3,500.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval:	Date:	
Print Name:	P.O.#:	

2021-121316 - Change Order 20 Hours 1 of 2

Comments

2021-121316 -Change Order 20 Hours 2 of 2



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 87,730 .

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://sourcewell-mn.gov/cooperative-purchasing/; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Munis software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A - DEFINITIONS

- "Agreement" means this License and Services Agreement.
- "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "Client" means Baldwin County, Alabama.
- "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions
 set forth in our written proposal to you, or their functional equivalent. Future functionality may be
 updated, modified, or otherwise enhanced through our maintenance and support services, and the
 governing functional descriptions for such future functionality will be set forth in our then-current
 Documentation.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means the date on which your authorized representative signs the Agreement.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Investment Summary" means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current



- Invoicing and Payment Policy is attached as Exhibit B.
- "Maintenance and Support Agreement" means the terms and conditions governing the provision of
 maintenance and support services to all of our customers. A copy of our current Maintenance and
 Support Agreement is attached as <u>Exhibit C</u>.
- "Support Call Process" means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as <u>Schedule 1</u> to <u>Exhibit C</u>.
- "Third Party Terms" means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as <u>Exhibit D</u>.
- "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary.
- "Third Party Services" means the third party services, if any, identified in the Investment Summary.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- "Tyler Software" means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B - SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply



with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.
- 2. <u>License Fees</u>. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
- 3. <u>Escrow.</u> We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
- 4. <u>Limited Warranty</u>. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C - PROFESSIONAL SERVICES

- 1. <u>Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
- 2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
- 3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
- 4. <u>Cancellation</u>. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-



refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

- 5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will reperform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
- 7. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
- 8. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D - MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.



SECTION E - THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

- 1. <u>Third Party Hardware</u>. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
- 2. <u>Third Party Software</u>. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
- 4. <u>Third Party Services</u>. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
- 5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.
- 6. <u>Doc Origin Software</u>. Tyler uses DocOrigin software as part of Tyler's Tyler Forms Processing software and whereas Tyler provides a site license for Tyler Forms Processing. Exhibit D, Schedule 1, Section 1.4 of the EULA does not apply to the Client's use of the Software.



SECTION F - INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
- 2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G - TERMINATION

- 1. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

- 1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us

- promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
- 3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE

MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
- 5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I - GENERAL TERMS AND CONDITIONS

- 1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our thencurrent list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
- 2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
- 3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains



unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

- 4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
- 5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
- 6. <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
- 7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
- 8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
- 9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
- 10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
- 11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
- 12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of



this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

- 13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- 14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
- 15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
- 17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
- 18. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your



state of domicile, without regard to its rules on conflicts of law.

- 20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A

Investment Summary

Exhibit B

Invoicing and Payment Policy

Schedule 1: Business Travel Policy

Exhibit C

Maintenance and Support Agreement

Schedule 1: Support Call Process

Exhibit D

Yarmouth, ME 04096

Attention: Chief Legal Officer

Third Party Terms

date(s) set forth below. Tyler Technologies, Inc. **Baldwin County** Title: Date: Date: Address for Notices: Address for Notices: Tyler Technologies, Inc. **Baldwin County** One Tyler Drive

322 Courthouse Square

Attention: Drian

Bay Minette, AL 36507-4809

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as o



Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

<u>Invoicing</u>: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

- 1.1 License Fees: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.
- 1.2 Maintenance and Support Fees: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

- 2.1 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.2 Consulting Services: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 Conversions: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 Requested Modifications to the Tyler Software: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30)



days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

- 2.5 Other Fixed Price Services: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.6 Change Management Services: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 3.3 Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

<u>Payment.</u> Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:

Wells Fargo Bank, N.A.

420 Montgomery

San Francisco, CA 94104

ABA:

121000248



Account:

4124302472

Beneficiary:

Tyler Technologies, Inc. - Operating





Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.



Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast 15% Lunch 25% Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

^{*7:00} p.m. is defined as direct travel time and does not include time taken to stop for dinner.



^{*7:00} p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- 1. <u>Term.</u> We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
- 2. <u>Maintenance and Support Fees</u>. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
- 3. <u>Maintenance and Support Services</u>. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
- 4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services



remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. <u>Hardware and Other Systems</u>. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.
- 6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
- 7. <u>Current Support Call Process</u>. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.





Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website <u>www.tylertech.com</u> for accessing client tools and other information including support contact information.
- (2) Tyler Community available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non- critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Exhibit D DocOrigin End User License Agreement

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DocOrigin

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- 8.2 Severability. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
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Last Updated: July 22, 2017





Quoted By:

David Regnery

Date:

7/30/2019

Quote Expiration:

1/26/2020

Quote Name:

Baldwin County-ERP-Projects & Grants

Quote Number:

2019-90468

Quote Description:

Projects and Grant Accounting

Sales Quotation For

Baldwin County

322 Courthouse Sq

Bay Minette, AL 36507-4809

Phone +1 (251) 937-9561

Tyler Software and Related Services

.,							
Description		License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:							
Project & Grant Accounting		\$25,400.00	48	\$8,400.00	\$7,000.00	\$40,800.00	\$4,572.00
	Sub-Total:	\$25,400.00		\$8,400.00	\$7,000.00	\$40,800.00	\$4,572.00
	Less Discount:	\$3,810.00		<u>\$0.00</u>	\$0.00	<u>\$3,810.00</u>	<u>\$4,572.00</u>
	TOTAL:	\$21,590.00	48	\$8,400.00	\$7,000.00	\$36,990.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$21,590.00	\$0.00
Total Tyler Services	\$15,400.00	\$0.00
Total 3rd Party Hardware, Software and	\$0.00	\$0.00
Services		
Summary Total	\$36,990.00	\$0.00
Contract Total	\$36,990.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$2,740.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Project Grant Accounting - Actuals up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting - Budgets up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting Standard	\$3,000.00	\$0.00	\$3,000.00
	TOTAL:		\$7,000.00

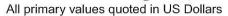
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

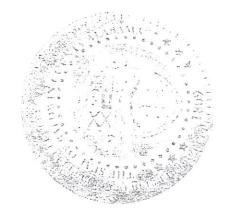
Customer Approval:

Print Name:

Date:

P.O. #:





Tyler Discount Detail

Description		License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:							
Project & Grant Accounting		\$25,400.00	\$3,810.00	\$21,590.00	\$4,572.00	\$4,572.00	\$0.00
	TOTAL:	\$25,400.00	\$3,810.00	\$21,590.00	\$4,572.00	\$4,572.00	\$0.00

eptember 3,2019

2019-90468 - Projects and Grant Accounting 3 of 5

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

2019-90468 - Projects and Grant Accounting

Comments

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

2019-90468 - Projects and Grant Accounting 5 of 5



Quoted By: David Regnery

Date: 10/21/2019

Quote Expiration: 4/18/2020

Quote Name: Baldwin County-ERP-CM Change Order

Quote Number: 2019-95696

Quote Description: Change Order-Contract Management

Sales Quotation For

Baldwin County

322 Courthouse Sq

Bay Minette, AL 36507-4809

Phone +1 (251) 937-9561

Tyler Software and Related Services

Tylor Collinato and Rolaton Collinson							
Description		License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:							
Contract Management		\$13,601.00	32	\$5,600.00	\$0.00	\$19,201.00	\$2,448.00
	TOTAL:	\$13,601.00	32	\$5,600.00	\$0.00	\$19,201.00	\$2,448.00
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Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$13,601.00	\$2,448.00
Total Tyler Services	\$5,600.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$19,201.00	\$2,448.00
Contract Total (Excluding Estimated Travel Expenses)	\$21,649.00	
Estimated Travel Expenses	\$1,370.00	

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost Data Conversion	Module Total Year One Maintenance
Booonplion		iiiipii i loalo	impi. Cool Bala Conversion	Moddie Total Todi Offe Maintenance

Optional Tyler Software & Related Services

Description		License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:							
Contracts - F		\$0.00	0	\$0.00	\$6,000.00	\$6,000.00	\$0.00
	TOTAL:	\$0.00	0	\$0.00	\$6,000.00	\$6,000.00	\$0.00

Optional Conversion Details (Prices Reflected Above)

Description		Unit Price	Unit Discount	Extended Price
Contracts		\$6,000.00	\$0.00	\$6,000.00
	TOTAL:			\$6,000.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:

Date:

Print Name:

P.O. #:

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

Comments

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



Baldwin County Commission

Agenda Action Form

File #: 21-0458, Version: 1 Item #: BK1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Jenni Guerry, Deputy Director EMA

Submitted by: Jenni Guerry, Deputy Director EMA

ITEM TITLE

Baldwin Together Mid-Year Report and Allocation of Funds to Community Action Agency of South Alabama

STAFF RECOMMENDATION

Based on the satisfactory completion of a mid-year report by Baldwin Together, and as authorized by the Agreement approved by the Baldwin County Commission on July 21, 2020, take the following actions:

- 1) Authorize the allocation of \$25,000.00 to Community Action Agency of South Alabama, who serves as both the fiscal agent of Baldwin Together, and as the employer of the Case Manager(s), for COVID-19 Case Management.
- 2) Make the Mid-Year Report presented on Baldwin Together a part of the record.

BACKGROUND INFORMATION

Previous Commission action/date:

Dana Jepsen, Baldwin Together Chairperson, will be at the February 1, 2021 Work Session to present the Mid-Year Report.

The previous action was taken on 07/21/2020 regarding the recommendations of the Baldwin Moving Forward Working Group Recommendations for COVID-19 Pandemic Long-term Recovery (Baldwin Together):

- 1) Approved the execution of an Agreement to authorize the allocation of \$50,000.00 to be used for COVID-19 Case Management salaries to be paid to Community Action Agency of South Alabama, who shall serve as both the fiscal sponsor Baldwin Together, and as the employer of the Case Manager (with appropriation of \$25,000.00 to be made now upon approval, and the remaining \$25,000.00 be paid upon the satisfactory completion of a mid-term program viability review by February 1, *2020). *Staff note: Correct date should be 2021. The Agreement will be effective August 1, 2020, and terminate on July 30, 2021; and
- Approved the execution of a Fiscal Sponsor Partnership and Appropriations Agreement for a Case

Manager for one (1) year. (This agreement will be contingent upon a review of the program after five (5) months to determine the viability by assessing identified needs along with case load. If the project is determined to be viable beyond one year, it will be reviewed every six (6) months going forward.) The effective date of the Agreement will be August 1, 2020, to be reviewed during the month of January 2021, for viability and will terminate on July 30, 2021.

Background: During the April 28, 2020, Baldwin County Commission Emergency Special Meeting, the Commission authorized the establishment of Baldwin Moving Forward: Baldwin County-wide Recovery Working Group, to be tasked with creating a plan for a one-stop information and resource model related to the Coronavirus (COVID-19) pandemic and the economic impact on Baldwin County citizens.

This plan, Baldwin Moving Forward, was presented during the June 16, 2020, Work Session. The Commission has provided input and feedback and asked Baldwin Moving Forward/Baldwin County Voluntary Organizations Active in Disaster (VOAD) to return with a revised budget and more clearly defined needs assessment demonstrated by data from Baldwin County communities and social service organizations.

The in-kind contributions from stakeholders are valued at \$37,475.00. Baldwin Moving Forward/Baldwin County VOAD has requested an additional \$7,500.00 from stakeholders who have not participated in kind, and Community Action Agency has made a verbal offer to help meet the remainder of our project budget.

Oversight of the programmatic elements of case management and performance of the case manager to be provided by a three to five-person review committee of Baldwin Moving Forward Working Group members.

Community Action will report funds spent back to the County Commission for documentation and potential reimbursement opportunities. Employees will be hired by Community Action Agency to serve as Case Managers for Baldwin Together.

FINANCIAL IMPACT

Total cost of recommendation: \$25,000.00

Budget line item(s) to be used: 51990-Miscellaneous Appropriations

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

LEGAL IMPACT

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

Reviewed/approved by:

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: Finance, Baldwin EMA

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

Finance to send payment to Community Action Agency of South Alabama

Additional instructions/notes: N/A



The following is a mid-year report on "Baldwin Together" as required by the Appropriations Agreement with the Baldwin County Commission.

Committee Reports

In August 2020, the Baldwin Together Personnel Committee advertised for and hired two Case Managers (CMs). Their names are Alicia Gourlay and Ilene Baskette. They each came highly recommended and have backgrounds in assisting the community. They were trained using an adaptation of the United Methodist Committee on Relief (UMCOR) Disaster Case Management Training, and began work on September 1, 2020 at their office provided by Prodisee Pantry.

The original Case Management Proposal outlined a multi-phase plan in which the CMs were to operate as a referral source and comprehensive resource for individuals impacted by COVID-19 for the first phase. However, funding from the Mapp Family Foundation and the State of Alabama for client assistance allowed the CMs to begin meeting financial needs right away (as outlined in Phase Two.) The Development Committee continues to seek additional funding for client assistance.

The CMs work with each of the impacted individuals to assess the needs, verify the COVID-19 impact, develop a plan for future stability and make appropriate referrals. If needed, the Case Management Committee is available to offer guidance on any cases that involve extraordinary circumstances or require creative problem solving.

Once the cases are complete, they are presented to the Allocations Committee. This group meets once or twice a week as needed and approves, denies, or alters the allocation requested by the CM. Once a case is approved, it is submitted to the Community Action Agency (CAA), acting as fiscal agent of Baldwin Together, for payment directly to the vendor.

As part of the collaborative approach to this project, a plan is being developed for the Baldwin Together CMs to be able to access programs that have received significant CARES Act funding to be allocated for Baldwin County Residents. This will be universally beneficial because it will allow more clients to have access to the CARES funding, and assist the other programs in processing applications, while alleviating some pressure on the Baldwin Together client assistance funding.

Conclusion

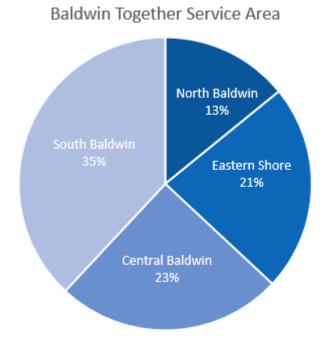
It is the opinion of the Baldwin Together Committee that this project has been demonstrated as viable, that the hired CMs have provided an invaluable service to the community, and that the impacts of COVID-19 will continue to affect our County. We would like to request that the Baldwin County Commission move forward with allocating the remaining \$25,000 of the appropriation approved on July 21, 2020.

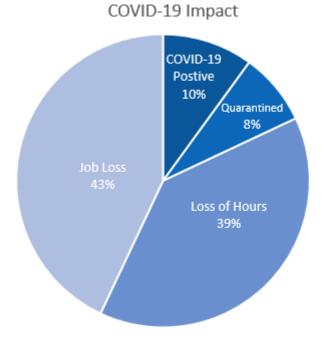


BALDWIN TOGETHER is a coordinated countywide framework to assist and support the residents of Baldwin County in recovery from the economic, sociological, and emotional impacts of the COVID-19 Pandemic.

BALDWIN TOGETHER opened to the public as a countywide comprehensive case management resource for Baldwin County residents on September 1, 2020. An extraordinary number of calls and emails flooded the office immediately, verifying the suspected needs due to the unique and unprecedented disaster caused by the COVID-19 Pandemic.

The residents of Baldwin County are resilient, but navigating available resources is complex. **BALDWIN TOGETHER** has provided a way for struggling individuals and families to access a caring compassionate person who can help them find programs and organizations to help guide them through the recovery process. In just four months, the case managers fielded calls from 400 households. Thanks to a generous grant by the Mapp Family Foundation and a pandemic grant from the State of Alabama, the case managers have been able to provide \$45,000 of assistance for rent/mortgage or utility payments to **97 Baldwin County households** through year's end. These allocations and connections were critical as the social service network in the County works together as a safety net for thousands of families struggling to stay in their housing or keep the lights on. These caring case managers calm fears while offering a path forward to those who have lost jobs, seen a reduction in hours, missed work due to testing positive for COVID-19, cared for a sick loved one or quarantined due to exposure.







251-424-1506

9315 Spanish Fort Blvd, Spanish Fort, AL 36527

BaldwinTogether@gmail.com

BALDWIN TOGETHER will continue to be a listening ear and the avenue to community resources for hope, healing and recovery.

BALDWIN TOGETHER anticipates working with hundreds more families through 2021 as the County works toward herd immunity with the COVID-19 vaccination process.

No two stories are alike is the message that our both of case managers shared. "Vivian" and her husband, "Stan" both contracted COVID-19. He was hospitalized due to complications from Parkinson's Disease. They live on Social Security and extra income from her part-time job at McDonald's. Vivian's hours were already reduced due to the pandemic and her illness and subsequent quarantine along with travel expenses to the hospital quickly used up the couple's rainy day funds. The stress of not knowing where to turn for help and the looming knowledge that she had no way to pay for their trailer's monthly mortgage and lot rent weighed heavily on Vivian. She says BALDWIN TOGETHER was an answer to her prayers. Fortunately, both Vivian and Stan are now recovered and remain in their home.

The stakeholders in BALDWIN TOGETHER include: Baldwin County Commission,
Baldwin County EMA, Baldwin County VOAD, Baldwin County Economic Development
Alliance, Baldwin Realtors, Central Baldwin Chamber of Commerce, Eastern Shore Chamber
of Commerce, Gulf Coast Business Chamber, Gulf Shores Orange Beach Tourism, North
Baldwin Chamber of Commerce, South Baldwin Chamber of Commerce, United Way of
Baldwin County, Mapp Family Foundation.

Active BCVOAD Members include: 211 Connects/Lifelines, Adventist Disaster Response, Alabama Department of Public Health, American Red Cross, Baldwin Baptist Disaster Relief, Baldwin County Public Schools, Baldwin County EMA, Catholic Social Services, Christian Service Center, Church of the Highlands, Community Action Agency, Convoy of Hope, Council on Aging, Dept. of Human Resources, Disaster Victim Services, Ecumenical Ministries, Inc., Fairhope Rotary Club, Fairhope United Methodist Church, Family Promise, Feeding the Gulf Coast, Grace Lutheran, Gulf Shores Church of Christ, Gulf Shores United Methodist Church, Habitat for Humanity, Liberty Church, Point Clear Rotary, Prodisee Pantry, Providence United Methodist Church, Salvation Army, Team Rubicon Alabama, United Way of Baldwin County.



Baldwin County Commission

Agenda Action Form

File #: 21-0470, Version: 1 Item #: BL1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

Baldwin County Solid Waste Uncollectible Residential Accounts

STAFF RECOMMENDATION

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$69.00.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

Date: 01/05/2021 - Commission approved to write off \$219.00 of uncollectible residential garbage accounts.

The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy, Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is verifiable and within Baldwin County):

- 1. Notice of delinquency provided. Statement contains "Past Due" watermark.
- 2. If account is not brought current by the first week of the following billing month, a *Notice of Show Cause Hearing* is mailed immediately.
- 3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
- 4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
- 5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

FINANCIAL IMPACT

Total cost of recommendation: \$69.00

Budget line item(s) to be used: 511.14990 Allowance for uncollectible accounts

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Solid Waste Collection Administration and Finance and Accounting Department

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

Additional instructions/notes: N/A

Baldwin County Solid Waste Residential Uncollectible Accounts January 2021

BillToName	BillToCity	BillToState	Reason	Service	Fees	Late Fee	BalanceTotal	DA Letter	Cert SC	Summons
Hicks, Perry Jr.	Luverne	AL	Deceased - DOD: 06/04/20	\$	5.00	\$ -	\$5.00			
Williams, Lula C.	Stockton	AL	Deceased - DOD: 10/26/20	\$	64.00	\$ -	\$64.00			
						\$ -	\$0.00			

\$ 69.00



Baldwin County Commission

Agenda Action Form

File #: 21-0473, Version: 1 Item #: BL2

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Terri Graham, Development and Environmental Director

ITEM TITLE

License Agreement - Donald and Janice Hartman

STAFF RECOMMENDATION

Approve the License Agreement between the Baldwin County Commission and Donald R. Hartman and Janice G. Hartman allowing Mr. and Mrs. Hartman access to the southernmost thirty (30) feet of the property adjacent to MacBride Landfill approved for purchase on April 23, 2019 for the purpose of ingress and egress to a parcel owned by Mr. and Mrs. Hartman adjacent to the westernmost 1,300 ft., approximately, of the property's southern boundary. This Agreement is effective upon the date of full execution

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: April 23, 2019 - The Baldwin County Commission approved the purchase of plus or minus five hundred and fifty-one acres (+/- 551 acres) adjacent to MacBride Landfill for future expansion of the Construction and Demolition Landfill.

Donald R. Hartman is requesting access through the southernmost thirty (30) feet of the county property to access PPIN 30446 (Parcel Number 05-42-05-21-0-000-004.000) an agriculture parcel of land owned by Mr. Hartman and his wife. The aforementioned thirty (30) feet will extend west of Sims Ln., a non-maintained road.

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: License Agreement drafted by County Attorney, Brad Hicks.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration staff mail agreement for execution to:

Mr. Donald R. Hartman Post Office Box 593 Loxley, Alabama 36551

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

Additional instructions/notes: N/A

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between the Baldwin County Commission ("the County"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and DONALD R. HARTMAN and JANICE G. HARTMAN, a married couple ("Hartman").

WITNESSETH:

WHEREAS, the County is the owner of the real property described as tax parcel number 05-42-05-21-0-000-003.000 in Baldwin County, Alabama, which is also known as MacBride Landfill (the "Property");

WHEREAS, Hartman desires to access the southernmost thirty (30) feet of the Property for the purpose of ingress and egress to a parcel of property Hartman owns adjacent to the westernmost 1,300 ft., approximately, of the Property's southern boundary. Said parcel owned by Hartman is described as tax parcel number 05-42-05-21-0-000-004.000 (the "Adjacent Parcel"); and

WHEREAS, the County is willing to grant said access based upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Recitals</u>. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.
- 2. Grant of Revocable, Non-Exclusive and Temporary License to Hartman. Subject to the terms and conditions set forth herein, the County hereby grants to Hartman a revocable, non-exclusive and temporary license (the "License") to enter upon the southernmost thirty (30) feet of the Property as is reasonably required for ingress and egress to the Adjacent Parcel. The Property shall be used for the sole purpose of ingress and egress to the Adjacent Parcel. No further development or use of the Property is permitted or allowed without the County's prior written consent. The County retains the right to use the Property as it deems necessary. This License is granted to Hartman and is limited and specifically restricted to Hartman and its representatives ("Hartman Representatives"). Hartman shall have the Property surveyed and staked prior to performing any work thereon. All improvements constructed by Hartman shall be maintained by Hartman for any and all portions of the Property that are not County maintained.
- 3. <u>Property</u>. The real property subject hereto is limited to and sufficiently described as the southernmost thirty (30) feet of the Property and as shown on the Site Map and Vicinity Map attached hereto. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

- 4. Condition of License Area: Assumption of Risk. Hartman accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to Hartman as to, and has no obligation for, the condition of the Property. Hartman assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Hartman agrees that the County shall not be liable for any personal or property damage, injury or loss on account of any such defects or problems. Hartman for itself and the Hartman Representatives waives and releases the County from any and all claims for injury to persons, including death, or damage to any property, whether real or personal, of Hartman or any Hartman Representatives in any way arising out of or related to the Property or Hartman's work contemplated by this Agreement.
- 5. Compliance. Hartman and the Hartman Representatives shall comply, at Hartman's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Hartman's work and activities thereon, regardless of when they become effective. Hartman, at their cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Hartman shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Hartman agrees not to use the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the County to move, relocate, amend, or otherwise change said travel way to any other location whatsoever. Hartman shall comply with the County's safety and security policies deemed to be necessary by the County and with such reasonable rules and regulations as the County, or its agents, may impose from time to time by notice to Hartman, including without limitation keeping any gates on the Property locked except when unlocking for ingress and egress through such gates.
- 6. <u>Public Property</u>. Hartman acknowledges and consents that the Property is public in nature and that the usage hereunder is permissive. Hartman shall not obstruct or otherwise interrupt the use of the Property as a landfill or the rights of the general public, if any, to the Property. Hartman makes no claim of private ownership or other possessory interest in the Property subject hereto. Any work performed by Hartman, or any improvements made as a result of Hartman's work, on the Property is considered to be a benefit to the general public, and Hartman makes no claim that such work or improvements are privately owned and waives all rights to claims that such work or improvements are private in nature. Hartman further represents and warrants that the County, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.
- 7. <u>Indemnification</u>. Hartman shall indemnify, defend and hold the County and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, Hartman and invitees (collectively, "the County Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon the County or any the County Representatives, as a result of any entry upon or activity conducted by Hartman or any Hartman Representative,

License	Agreement #	

or in any way arising out of or related to the Property or use contemplated by this Agreement. Hartman shall also assume the responsibility for any claims for damage done to any property due to the exercise, usage and/or presence of the use as a result of this License.

- 8. <u>No Alteration</u>. Except as expressly permitted by this Agreement, Hartman shall not make nor permit any uses alterations or additions to the Property without the County's prior written consent.
- 9. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Hartman shall (a) peaceably deliver to the County the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Hartman or Hartman Representatives or resulting from work or use under this Agreement; and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Hartman fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, the County may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Hartman. Hartman shall reimburse the County for such costs within thirty (30) days after request by the County.
- 10. <u>Damage to Property</u>. Hartman agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of the County or any third party on or near the Property resulting from Hartman's use of or presence on the Property. Hartman shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by the County as a result of work performed pursuant to this Agreement or as a result thereof.
- 11. Standard of Operation: Expenses. Hartman shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Hartman or Hartman Representatives perform at the Property shall be at Hartman's sole risk, cost and expense. All portions of the work performed or improvements installed by Hartman or its representatives pursuant to this Agreement shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of Hartman's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by Hartman or its representatives, Hartman shall, at Hartman's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of the County and within the dates specified in any permits authorizing the work.
- 12. <u>Responsibility</u>. Hartman shall be responsible for compliance by Hartman Representatives with the terms of this Agreement and for all acts or omissions by Hartman Representatives on the Property.
- 13. <u>No Assignment</u>. Hartman shall not have the right to assign this Agreement or any rights or obligations hereunder without the County's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Hartman of its liabilities and obligations herein.

- 14. <u>Agency</u>. It is neither the express nor the implied intent of the County or Hartman to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.
- 15. <u>No Waiver</u>. The failure of the County or Hartman to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
- 16. <u>Termination</u>. It is understood and agreed that the County, in its absolute discretion, with or without cause, may terminate the License and permission herein granted to Hartman. Termination of the License and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by the County to Hartman, the permission herein granted shall immediately and automatically terminate, and Hartman shall have no further right, permission or authority to utilize the Property. All representations, assurances and indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

- (a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both the County and Hartman have contributed substantially and materially to the preparation of this Agreement.
- (b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.
- (c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
- (d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.
- (e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.
- (f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.
- (g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, with proper venue for any action arising hereunder lying in Baldwin County.

L	icense	Agreement #	

- (h) Hartman's obligations under this Agreement shall survive expiration or termination of this Agreement.
- 20. <u>Financial Terms/Conditions</u>. Hartman shall incur and absorb all financial responsibility that arises to complete the project and/or work contemplated by this Agreement and shall remain responsible for the duration of the Agreement. The County shall not incur any expense of the usage or maintenance described in this Agreement. These financial responsibilities shall lie solely with Hartman.
- 21. <u>Terms of Maintenance Agreement</u>. Any damage to the existing Property caused by periodic maintenance to the Property shall be the sole responsibility of Hartman to repair at Hartman's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by the County below.

DONALD R. HARTMAN:

			/	
			/Date	
State of Alabama)			
County of Baldwin)			
I,	<u>,</u> a	a Notary Public in and for s	said County, in said State, her	eby
certify that		<u>,</u> is the individual	whose name is signed to	the
		_	efore me on this day that, became with full authority to de	_
voluntarily and personal			unic with run additionly to di	, 50
Given under my han	d and official so	eal, this the day of	, 2021.	
		Notary Public		
		My Commission Ex	nires:	

License Agreement # _	
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JANICE G. HARTMAN:

		/
		/Date
State of Alabama)	
County of Baldwin)	
certify that foregoing instrument, ar informed of the contents voluntarily and personal	nd who is know s of the instrum ly on the day th	Notary Public in and for said County, in said State, hereby, is the individual whose name is signed to the rn to me, acknowledged before me on this day that, being ent, he/she executed the same with full authority to do so he same bears date. eal, this the day of, 2021.
		Notary Public
		My Commission Expires:

License Agreement	#	
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THE COUNTY:

ATTEST:		BALDWIN COUNTY, ALABAMA		
	/		/	
Wayne Dyess County Administrator	/Date	Joe Davis, III Chairman	/Date	
State of Alabama)			
County of Baldwin)			
hereby certify that <u>Joe</u> respectively, of the Ba instrument, and who is of the contents of the i on the day the same be	e Davis, III and Value of County Coun	a Notary Public in and for said of Nayne Dyess, as Chairman and Commission, and whose names are structured the same with full authority.	County Administrator, igned to the foregoing y that, being informed ty to do so voluntarily	
Given under my na	nd and official sea	al, this the day of	, 2021.	
		Notary Public		
		My Commission Expires:		



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Terri Graham, Development and Environmental Director; Wanda Gautney, Purchasing Director

Submitted by: Terri Graham, Development and Environmental Director

ITEM TITLE

Request for Proposals (RFP) for Developing a Baldwin County Solid Waste Gas-to-Energy Project Located at the Magnolia Sanitary Landfill

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the following documents:

1) Landfill Gas Rights Agreement between Baldwin County Commission and AEP Renewable Fuels, LLC, for the Baldwin County Solid Waste Landfill Gas-to-Energy project located at the Magnolia Sanitary Landfill; and

This Agreement shall commence on February 2, 2021 and is effective for fifteen (15) years from the Commercial Operations Date, with an option to extend for additional five (5) year period.

- 2) Letter of Effectiveness or Written Modification to the Landfill Gas Rights Agreement; and
- 3) Ground Lease Agreement between Baldwin County Commission and AEP Renewable Fuels, LLC, for the Baldwin County Solid Waste Landfill Gas-to-Energy project located at the Magnolia Sanitary Landfill. AEP Renewable Fuels, LLC, has agreed to lease from the Baldwin County Commission a certain one (1) acre parcel of land located at the Landfill for Lessee's commercial production, storage and loading of transportation fuels from landfill gas for sale to others; and

This Agreement shall commence on February 2, 2021 and is effective for fifteen (15) years from the date of execution, with an option to extend for additional five (5) year period.

4) Letter of Effectiveness or Written Modification to the Landfill Ground Lease Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: <u>07/16/2019 meeting</u>: Authorized the Purchasing Director to solicit a Request for Proposals (RFP) for Developing a Baldwin County Solid Waste Landfill Gas-to-Energy project.

<u>10/15/2019 meeting</u>: Authorized staff to begin negotiations with AEP Renewable Fuels, LLC, so that a final recommendation for award can be made to the Baldwin County Commission for the Baldwin County Solid Waste Landfill Gas-to-Energy project located at the Magnolia Sanitary Landfill

Background: Tony Erwin, CEO, David Hopkins, Senior VP of Project Development, and Gene Waller, President of Bio Gas Division, AEP Renewable Fuels, LLC, will make a presentation at Regular Session.

During the October 15, 2019, meeting of the Baldwin County Commission, the Commission authorized staff to begin negotiations with AEP Renewable Fuels, LLC, for the Waste Gas-to-Energy project at the Magnolia Sanitary Landfill. After careful review by Terri Graham, Solid Waste Director; Project Engineer - Daniel Wells, CDG Engineer's & Associates; Financial Advisor - Reid Cavnar, Stifel, Nicolaus & Company, Inc.; and Brad Hicks, County Attorney, staff is submitting this final contract to the Baldwin County Commission for approval. Overview of the contract and obligations for each party are spelled out in the attached contract as well as compensation and financing. AEP Renewable Fuels, LLC, hopes to begin construction as soon as possible.

During the August 17, 2020, Baldwin County Commission Work Session, concerns from Riviera Utilities were brought to the County Commission by Mr. Brad Pitt, Assistant General Manager and Chief Administrative Officer. Over the past several months Baldwin County Solid Waste, AEP Renewable Fuels, LLC, and Riviera Utilities have been working together to resolve these concerns. (Due to Hurricane Sally and Hurricane Zeta there have been delays beyond Riviera Utilities or Baldwin County Solid Waste's control.) At this time, for AEP Renewable Fuels to secure funding for this project an Agreement between AEP and the Baldwin County Commission will need to be executed. Mr. James Wallace, Chief Operating Officer, hopes to bring this project before the Riviera Utilities Board of Directors during their regularly scheduled February meeting. All agreements entered into between the Baldwin County Commission and AEP Renewable Fuels, LLC will be contingent upon a finalized agreement between Riviera Utilities and AEP Renewable Fuels, LLC.

FINANCIAL IMPACT

Total cost of recommendation: Revenue to the County

Budget line item(s) to be used: Magnolia Landfill - TBD

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

LEGAL IMPACT

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

Reviewed/approved by: 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: 02/02/2021

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

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

Executed Contract to Vendor

Additional instructions/notes: N/A

LANDFILL GAS RIGHTS AGREEMENT

February 2, 2021

This **Landfill Gas Rights Agreement** ("Agreement"), dated June 1, 2020, is made and entered into between **AEP RENEWABLE FUELS**, **LLC** ("AEP"), an Alabama Limited Liability Company with offices located at 1400 Buford Highway, Suite E-2, Buford, GA 30518 and **BALDWIN COUNTY COMMISSION**.

SECTION 1 – DEFINITIONS

Unless the context indicates otherwise, as used herein, the terms set forth below shall be defined as follows:

- **A.** "Buyer" means the party or parties to which Contractor will sell Natural Gas pursuant to one or more Purchase Agreement(s).
- **B.** "Commercial Operation Date" means the date that Contractor has produced Natural Gas for five (5) consecutive days.
- **C.** "Commercial Quantities" means Landfill Gas extracted from such quantities and of such quality that it is economically viable and profitable for Contractor to use the Landfill Gas to produce Natural Gas.
- **D.** "Condensate" means the liquid formed from the condensing of the vapors that occur during the collecting, transporting and processing of Landfill Gas.
 - **E.** "Contractor" means AEP Renewable Fuels LLC, its successors and assigns.
 - **F.** "BCC" means Baldwin County Commission
- G. "Delivery Point" means the point where Landfill Gas ownership transfers from BCC to the Contractor. The transfer takes place at a piping connection and flow meter adjacent to the existing flare station, which shall be the "Delivery Point" for purposes of this Agreement. See Exhibit A for a diagram of the location of the Delivery Point. The flow meter will be owned by the Contractor and calibrated in accordance with the Manufacturer's recommendation, however, no less than on an annual basis, by an independent testing laboratory approved by BCC. The calibration report shall be signed and sealed by a professional engineer registered in the State of Alabama.
- H. "Environmental Laws" means any and all applicable federal, state, municipal and local laws, statutes, rules, regulations, ordinances, codes, restrictions, permitting requirements, licensing requirements and any other governmental requirements or obligations of any kind or nature relating to (i) environmental pollution, contamination or other impairment of any kind or nature, (ii) the construction, installation, repair, maintenance or operation of the Gas Collection System and/or (iii) any hazardous waste or other toxic substances of any nature, whether liquid, solid and/or gaseous, including, without limitation, smoke, vapor, fumes, soot, radiation, acids, alkalis, chemicals, wastes, by-products and recycled materials. These Environmental Laws shall include, but not be limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act,

the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, all as amended from time to time, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect and all applicable local ordinances, rules, regulations and permitting or licensing requirements. This definition shall not be interpreted to include the laws relating primarily to health and safety such as the Occupational Safety & Health Administration and similar state laws. This definition shall also include rules and regulations of the Alabama Department of Environmental Management (ADEM).

- **J.** "Flare" means the equipment for the burning of Landfill Gas.
- **K.** "Force Majeure" means an act of God; winds, tornadoes, landslides, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood, or similar occurrence; strikes, lockouts or other industrial disturbances; an act of a public enemy, blockade, insurrection, riots, general arrest, or restraint of government and people, civil disturbance or similar occurrence; acts, failures to act or orders of any kind of any governmental authorities; military action; war, whether or not it is declared; sabotage; equipment breakdowns; inability to procure materials or services or any other cause or event not reasonably within the control of the party claiming Force Majeure other than the financial inability of such party caused by factors other than any of the foregoing act or events. An event that satisfies the above definition but which occurs under a Power Purchase Agreement shall also be a Force Majeure under this Agreement.
- **L.** "Gas Collection System" means the network of recovery wells and interconnecting pipes together with attendant valves, pumps, monitoring devices and other extraction related equipment installed for the purpose of extracting and recovering Landfill Gas at the Landfill, including, without limitation, any expansion area at the Landfill.
 - M. "Processing Station" means any and all machinery, equipment, fixtures, buildings, engines, drives and parking areas owned or leased by Contractor necessary or incidental to the production, processing, consumption, use or transmission of Landfill Gas or electric energy. The Processing Station shall also include the equipment necessary to compress and deliver the Landfill Gas to the Riviera Utilities pipeline interconnect located approximately at Hwy 98 & County Road 49, the electrical and/or gas transmission lines located on the right-of-way, if any.
- N. "Hazardous Material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any governmental authority, whether local, state or federal. The term Hazardous Material includes, without limitation, any material or substance which is (1) designated as a "hazardous substance" pursuant to Section 331 of the federal Water Pollution Control Act (33 U.S.C. Section 1151 et seq.), (2) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6903 et seq., or (3) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.
 - **O.** "Landfill" means that real property owned by BCC

- **P.** "Landfill Gas" means any and all gases resulting from the anaerobic decomposition of refuse material within the Landfill, consisting principally of methane, carbon dioxide and traces of other constituent gases.
- **Q.** "Leachate" means the liquid that forms in the Landfill for various reasons, including but without limitation, water percolation, and as may be defined by ADEM.
- **R.** "Management and Operation" means all activities associated with the Ownership, development, operation, maintenance, closure and post closure activities at the Landfill, including, without limitation, the Gas Collection System, the installation and development of cells, the receipt, placement, compaction and covering of permitted waste material, the operation and maintenance of environmental protection and monitoring systems, the installation, placement and maintenance of the final cover, and all other activities incidental to the above mentioned activities.
- S. "Voluntary Emission Reduction or Carbon Credit" means the economic value received from credits resulting from the voluntary collection and destruction of methane gas.
- **T.** "Plant Site" means an approximately one-acre site upon which some or all of the Processing Station may be located, as more fully described in Exhibit B hereto.
- **U.** "Power Purchase Agreement(s)" means one or more agreement(s) between Contractor and Buyer for sale of the product.
- **V.** "Project" means the purchase of Landfill Gas under this Agreement and sale of Renewable Natural Gas ("RNG") and Renewable Identification Numbers ("RINs") under one or more Power Purchase Agreements, as well as all actions and activities relating in any way to such purchase of Landfill Gas and the sale of RNG and RINs.
- W. "Renewable Energy Tax Credits" means the tax credit derived from producing renewable energy using a non-conventional fuel source within the meaning of Section 45 of the Internal Revenue Code of 1986, as amended.
- **X.** "Renewable Energy Credits" means the economic value of any benefit, except Renewable Energy Tax Credits and Voluntary Emission Reduction or Carbon Credits, realized by the Project resulting from the renewable fuel source under state or federal law, as the same may be amended from time to time.

Capitalized terms not otherwise defined in this Section 1 shall have the meanings given to them elsewhere in this Agreement.

SECTION 2 – RIGHTS GRANTED TO CONTRACTOR

A. Landfill Gas. BCC grants Contractor the exclusive right to purchase all Landfill Gas collected at the Landfill. Title to and risk of loss for the Landfill Gas will pass to Contractor at the Delivery Point. BCC shall not condition the Landfill Gas beyond what is being performed at the time this Agreement is executed.

- **B.** Plant Site License. BCC hereby grants to Contractor right and license in the Plant Site, commencing as of the effective date of this Agreement and terminating at the termination of this Agreement. BCC hereby covenants (i) that it has title to the Plant Site in fee and has full right to make and enter into this lease, and (ii) that Contractor shall have quiet and peaceable possession of the Plant Site during the term of this Agreement so long as Contractor is not in default of its obligations under this Agreement. BCC, in its sole discretion, may consent to Contractor leasing the Plant Site so long as the terms of such lease are consistent with the terms of this Agreement.
- **C. Right-Of-Way.** BCC hereby grants to Contractor for the term of this Agreement an easement and right-of-way over the Landfill for Contractor and/or Buyer for the construction, installation, operation and maintenance of utilities lines, electric lines, gas transmission lines and/or electric transmission lines by the Contractor and with BCC's reasonable approval. If BCC, in its sole discretion, determines that such lines unreasonably interfere with the operations of the landfill, then Contractor will relocate such lines at its own expense. Further definitions and descriptions shall be included in Exhibit C.
- **D. Easements**. BCC hereby grants to Contractor for the term of this Agreement an easement over the Landfill to the Plant Site for the installation, operation and maintenance of sewer, electric, water and telephone lines that are necessary for the Processing Station, as reasonably determined by Contractor and approved by BCC as well as an easement for the installation, operation and maintenance of Condensate disposal lines to connect the Processing Station with the point on the Landfill where Contractor returns Condensate to BCC as provided in and subject to the terms of this Agreement. If BCC, in its sole discretion, determines that such lines unreasonably interfere with the operations of the landfill, then Contractor will relocate such lines at its own expense. Further definitions and descriptions shall be included in Exhibit C.
- **E.** Additional Gas Collection System Infrastructure. Subject to the terms and conditions set forth below, Contractor shall have the right but not the obligation to install additional gas collection system infrastructure and other components to any existing Gas Collection System in the Landfill to enhance the collection of Landfill Gas from the existing Gas Collection System in the Landfill, provided such modifications do not unreasonably interfere with the management and operations of the landfill in BCC's sole discretion. Subject to the terms and conditions set forth below, Contractor shall have the right to connect such additional infrastructure into the Gas Collection System owned, constructed, and maintained by BCC. Such additional wells, related equipment, permitting, review by BCC's Engineer, construction, and construction observation services will be at the cost and expense of Contractor. Each party hereto agrees to reasonably cooperate with each other with respect to these matters. The Contractor shall provide a minimum of 45 days to review the proposed modifications to the Gas Collection System. However, BCC has the exclusive authority to deny or approve any proposed modifications to the gas collection system, which shall not be unreasonably conditioned, withheld or delayed.

SECTION 3 – OBLIGATIONS OF BCC

A. Obligations. It is understood and agreed by the parties that BCC's primary purpose is the efficient Management and Operation of the Landfill and compliance with Applicable Laws (as defined below) relating to the Management and Operation of the Landfill, including,

without limitation, all applicable permit requirements. The operation of the Processing Station shall not, therefore, unreasonably interfere with the Management and Operation requirements of the Landfill, as required by operations permits and as reasonably determined by BCC. Subject to these limitations, BCC shall:

- (i) cooperate in the construction, development and operation of its Landfill so as to maximize the production of Landfill Gas to the extent that such operation does not impact the course of normal operations and regulatory compliance, as reasonably determined by BCC in its sole discretion;
- (ii) not unreasonably interfere with the Contractor's construction, operation and maintenance of the Processing Station;
- (iii) take reasonable steps to prevent any of its independent contractors from committing such interference, disruption, or destruction described in (ii) above, except as needed to perform construction. Provided, however, that BCC shall not under any circumstances liable for the conduct or actions of its independent contractors;
- (iv) repair major cracks, fissures, erosion or the physical changes in the Landfill which have an adverse effect on the production of Landfill Gas or on the Gas Collection System or Processing Station;
- (v) accept into its Leachate collection system all Condensate produced from processing Landfill Gas from the Landfill by Contractor without cost to Contractor, provided that that Contractor's activities do not alter the composition of the Condensate from that which is collected directly from the Landfill. If special handling of the Condensate is required as a result of the Contractor's activities, the Contractor shall pay BCC for the direct cost of the disposal of the Condensate or, at Contractor's election, dispose of the Condensate itself. This includes, but is not limited to, disposal of the mixture as a Hazardous Material (if it meets such definition). At BCC's request, the Contractor shall, at his own expense, test Condensate resulting from the Landfill Gas processing procedure, which shall be completed within sixty (60) days of such request. The results of such tests shall be used by BCC to assess the changes to the Condensate quality resulting from the Contractor's operations. The party that disposes of the Condensate shall be responsible for disposing of the same in accordance with any applicable Environmental Laws.
- (vi) be solely responsible for complying with any and all applicable federal, state, BCC, municipal, and local laws, statutes, rules, regulations, ordinances, codes restrictions, permitting requirements and any other governmental requirements or obligations of any kind or nature ("Applicable Laws") relating to or regulating the expansion, construction and Management and Operation of the Landfill exclusive of the Processing Station (including, without limitation, the Gas Collection System), including, without limitation, any and all Environmental Laws, including, without limitation, those Environmental Laws relating to cover requirements;

- (vii) in good faith and using its best efforts, cooperate fully with Contractor so that Contractor can meet its responsibilities and obligations under this Agreement;
- (viii) shall own the Gas Collection System and be solely responsible for operation and maintenance of any existing Gas Collection System and any expansion of such System; BCC shall promptly replace or repair any nonfunctioning or defective components of such Gas Collection System, as may be expanded, including, without limitation, network recovery wells and interconnecting pipes with attendant valves, pumps, monitoring devices and other extraction related equipment installed for the purpose of extracting and recovering Landfill Gas; BCC shall monitor and adjust the Gas Collection System on a monthly basis to optimize gas flow and methane content without interference with the normal Management and Operation of the Landfill and BCC's duty to comply with applicable Laws relating to the same. Should Contractor in good faith believe that BCC is not meeting its obligations in this regard, Contractor shall be allowed, with notice to BCC, to bring in its qualified engineers to assess and make recommendations to improve the existing Gas Collection System performance; BCC may, in its sole discretion; choose to implement these recommendations, subject to the conditions of Section 2E and provided they do not interfere with the normal Management and Operation of the Landfill and BCC's duty to comply with applicable Laws relating to the same.
- (ix) At the Contractor's request but no more than once per fiscal year, BCC may retain one of BCC retained Consultants to assess and make recommendations to improve the existing Gas Collection System. BCC may, in its sole discretion; choose to implement these recommendations, subject to the conditions of Section 2E and provided they do not interfere with the normal Management and Operation of the Landfill and BCC's duty to comply with applicable Laws relating to the same.
- (x) Cooperate with Contractor in connection with the rights granted under Section 2E hereof, to the extent that such cooperation does not unreasonably interfere with the normal Management and Operation of the Landfill, in BCC's sole discretion, and BCC's duty to comply with Applicable Laws relating to the same;
- (xi) execute such further documents or may be reasonably requested by Contractor in connection with the grant of rights under Section 2 of this Agreement.
- (xii) should BCC's flare be required to remain on due to permit or other legal requirements, BCC will operate the flare so as to minimize the amount of gas consumed by the flare without interference with the normal Management and Operation of the Landfill, in BCC's sole discretion, and BCC's duty to comply with applicable Laws relating to the same.
- **B.** Access. BCC hereby grants access to the Landfill and the Processing Station to Contractor, Buyer(s) and their employees, representatives and independent contractors on a twenty-four (24) hour per day seven (7) day per week basis for the purposes of enabling Contractor or Buyer(s) to conduct their operations contemplated under the Agreement. Such operations to include, but without limitation, (i) the construction, operation, and maintenance of the Processing

Station, and (ii) operation and maintenance of all electric or gas transmission lines used by Contractor. BCC agrees to maintain roads to and within the Landfill to permit reasonable access for the parties described above. If access to certain routes be denied for any reason, BCC and Contractor shall mutually arrange for alternative access. All of the foregoing rights shall be exercised by Contractor in a manner so as not to interfere unreasonably with BCC's Landfill operations in BCC's sole discretion. Nothing contained in the Agreement shall prevent BCC, its employees, representatives, and independent contractors from using any of the roads or other means of access to or in the Landfill. BCC management personnel only shall have twenty-four (24) hour per day seven (7) day per week access to the plant site via card reader access which shall be provided for by AEP.

C. Documents. As requested by Contractor, BCC shall:

- (i) to the extent permitted by law, assign such permits or other approvals, as may be necessary for Contractor to undertake the activities contemplated in this Agreement;
- (ii) provide Contractor with copies of documents in its possession regarding Landfill Gas production from the Landfill, the quantities and type of refuse in the Landfill, tipping records, etc;
- (iii) inform Contractor in writing about any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, and any other available data relating to the Landfill and BCC's or Contractor's activities contemplated in this Agreement, and, at Contractor's request, deliver copies of such material or documents as may be in BCC's possession;
- (iv) provide assistance as may be necessary for Contractor to obtain any permits required to undertake the activities contemplated in this Agreement.
- (v) provide adequate land space at the Landfill for installation of the Processing Station and related equipment within available land space limitations, including the Plant Site and the above referenced easement and right of way areas as shown on Exhibit A. The location of any proposed Processing Station and related equipment shall not interfere with BCC's Management and Operation of the Landfill in BCC's sole discretion.
- **D. Further Documentation**. To the extent reasonably possible, BCC will provide further written easements in streets and other rights-of-way with respect to the matter set forth in Section 2C and 2D.

SECTION 4 – OBLIGATIONS OF CONTRACTOR

A. Processing Station. Contractor shall, at its sole expense, design, install, permit, and construct, a Processing Station at the Landfill (including any expansions thereof), all in accordance with federal, state and industry standards in existence as of the date of this Agreement or as of the date of work commencing on any expansions thereof. The design and permitting documents shall be signed and sealed by a professional engineer registered in the State of Alabama.

The Contractor shall, at his sole expense provide all planning, design, and fees necessary to obtain all required local, state, and federal regulatory permits for the Processing Station, including all related permit fees. The Scope of Work undertaken in this Agreement is set out in Exhibit A attached hereto.

B. Operating Requirements. Contractor shall operate and maintain the Processing Station in a reasonably prudent manner, in accordance with good engineering practices, in accordance with accepted industry standards and in compliance with Applicable Law, including Contractor's permit requirements. The extent of permit compliance responsibility by the Contractor will be limited to compliance with those permits and permit conditions directly related to the Processing Station. The Contractor shall not operate the Processing Station in such a manner as to cause BCC to violate the conditions of any of its permits.

The Contractor shall be responsible for all permitting related to construction and/or operation of the Processing Station, including completion and submission of permit application, development of supplemental permit information, and payment of application fees once reviewed and approved by BCC.

If an application must be filed in BCC's name, the Contractor shall complete the application, in full, and provide payment of the application fee for execution and submission by BCC. The Contractor shall be responsible for responding to all review comments and requests for information issued by the permitting agency until the permit is issued.

The Contractor shall, at its own expense, prepare and file permit applications and diligently execute the processing of such permit applications for the purpose of obtaining all permits that are required under Applicable Law relating to the construction, installation, and operation of the Processing Station, associated electrical transmission lines, and/or steam, pipelines, or other utilities or improvements, on and off site. In connection therewith, BCC agrees to make available to the Contactor all known public records within BCC's possession of environmental reports, studies, application, and other available data relating to the Landfill.

C. Plans and Drawings. Contractor shall submit detailed plans, drawings and technical data for the Processing Station and expansions thereto and any other equipment to be installed on the Plant Site or Landfill to BCC for review. This information will be kept up to date for the term of the Agreement. Electronic copies of all drawings and permit applications will be provided to BCC when available. Contractor will provide BCC with a complete set of signed and sealed "as built" plans for the Processing Station and all other modifications, including but not limited to utilities and any Gas Collection System modifications constructed at the Landfill site pursuant to Section 2E.

SECTION 5 – TERM

A. Agreement Term. This Agreement shall be effective on the date of its execution and shall have a term of fifteen (15) years from the Commercial Operation Date, which term may be extended by mutual agreement of the parties for one (1) additional five (5) year period.

SECTION 6 – COMPENSATION

- **A.** Royalty Payments. Subject to the provisions set forth below, Contractor agrees to pay four US dollars/million Btu (\$4.00/mmBtu), for all Landfill Gas consumed by the Processing Station. The initial royalty payment shall be made within 120 days from the date of the first transfer of Landfill Gas ownership from BCC to the Contractor. Thereafter, royalty payments shall be made no later than the first day of each month during the duration of this Agreement.
- **B.** Carbon Credit payments. If Contractor designs and/or constructs a landfill Gas Collection System at its cost as part of this contract, Contractor shall be entitled to all Voluntary Emission Reduction or Carbon Credit payments resulting from the construction and operation of same.

SECTION 7 – FINANCING

- **A.** Contractor's Right to Finance. BCC acknowledges the need of the Contractor to finance the initial construction of the Processing Station and related equipment and hereby consents to any security interest, mortgage, encumbrance or lien (collectively, "Lien") on the machinery, equipment, fixtures, and buildings that make up the Processing Station for the purpose of obtaining such financing, provided:
- (i) Contractor shall give BCC notice of the existence of such Lien together with the name and address of the holder of such Lien, and a copy of such Lien.
- (ii) That the existence of such Lien shall not relieve Contractor from any liability or responsibility for the performance of its obligations under this Agreement.
- (iii) Such financing shall be limited to funds needed for the initial construction of the Processing Station and the purchase of such equipment. Any additional financing, including without limitation funds to be used for maintenance of the Processing Station, expansions of the Processing Station, or upgrading equipment, shall not result in a Lien on the machinery, equipment, fixtures, and buildings that make up the Processing Station without BCC's written consent.

BCC further acknowledges that, in connection with the financing referenced in this Section 7.A., BCC is required to subordinate its right to payments due to BCC hereunder to certain other expenses and payments required to be made by Contractor; namely, that all revenues of Contractor shall be paid and distributed as follows (as the same may be reasonably modified by Contractor's lender):

- 1. First, to Contractor's operating expenses to a budget number approved by Contractor's lender, not to exceed \$900,000.00;
- 2. Second, to Contractor's debt service on such financing;
- 3. Third, to replenish Contractor's debt service reserve as follows:
 - a. Contractor will maintain a 6-month debt service reserve in the total amount of \$380,963, which will be initially funded out of the debt and equity proceeds;
 - b. The debt service reserve will increase to a 12-month debt service (e.g. an additional \$380,963 will be added to the debt service reserve to a total of \$761,926, which represents 12-months of debt service on the senior loans) to be funded out of available cash flow in accordance with the priority of the waterfall. This is projected to occur in the 3rd month after the commercial operation date;
 - c. The debt service reserve will decrease to a 9-month reserve when 25% of the total debt financing has been repaid (e.g. \$190,481 will be released from the debt service reserve and distributed in accordance with the waterfall with the debt service reserve then totaling \$571,444);
 - d. The debt service reserve will decrease back to a 6-month reserve when 50% of the total debt financing has been repaid (e.g. \$190,481 will be released from the debt service reserve and distributed in accordance with the waterfall with the debt service reserve then totaling \$380,963);
- 4. Fourth, to replenish a \$250,000 operating expenses reserve to be used to cover any unexpected operations and maintenance costs as follows:
 - a. Contractor will maintain an operating expense reserve in the total amount of \$250,000, which will be funded out of the debt and equity proceeds;
 - b. The operating expense reserve represents approximately 3.5 months of the \$900,000 annual operation and maintenance budget;
 - c. Unexpected operations and maintenance costs are defined as system failures that are not under warranty, including without limitation motors, blowers, meters and compressors;
- 5. Fifth, to BCC to purchase raw Landfill Gas under this Agreement;
- 6. Sixth, to replenish a \$350,000 Landfill Gas reserve that would be used to cover any shortfall in cash flow available to pay Baldwin County for the raw Landfill Gas as follows:
 - a. Contractor will maintain a Landfill Gas reserve in the total amount of \$350,000, which will be initially funded out of the debt and equity proceeds;
 - b. The Landfill Gas reserve represents approximately 4.3 months of landfill gas payments to BCC at the contractual \$4/mmbtu; and
- 7. Last, all remaining available cash flow may be distributed to Contractor's equity holders pursuant to the terms of its applicable organizational documents.

BCC acknowledges that, notwithstanding any term to the contrary contained herein, in no event will Contractor's compliance with the terms of the payment and distribution schedule set forth above result in a default under this Agreement, and BCC agrees to subordinate its rights to receive payments hereunder to payment of those expenses and amounts given higher priority in the foregoing list. Contractor acknowledges that nothing herein shall be construed to (i) relieve Contractor of the duty to timely pay all royalty and other payments required herein, or (ii) prejudice BCC's default remedies should Contractor fail to timely pay such payments.

B. No Mortgage of BCC Property. Notwithstanding the foregoing, under no circumstances shall Contractor cause any mortgage to exist on the Landfill or Plant Site, except with respect to any fixtures that are Contractor's property.

SECTION 8 – GENERAL OBLIGATIONS

- A. Planning and Expansion. Contractor recognizes that future development of the Landfill may include addition of and/or modification of facilities such as Leachate collection and treatment systems, wastewater collection sewers, wastewater sludge disposal systems and solid waste to existing areas. Contractor also recognizes that future development of the Landfill may also include expansion, relocation of existing cover material and waste and continued future filling in currently inactive and/or closed portions of the Landfill. Contractor recognizes that BCC may in the future adjust the sideslopes of the landfill and modify the existing Landfill Gas System in order to gain additional airspace. Contractor and BCC agree to exchange information for planning and coordination of such facilities and activities to promote safe and orderly development and operation of the Landfill within the constraints of the Applicable Laws and in consideration of optimizing Landfill Gas collection volumes. Should BCC expand or modify its facilities, it shall take reasonable steps to reduce downtime to Contractor's Generator Station resulting from such activities.
- **B.** Interests Retained By BCC. All materials, minerals, water, natural gas, and other items existing in, on, or under the Landfill (including, but not by way of limitation, the refuse, cell liners, the Landfill Gas until title passes to Contractor at the Delivery Point, Leachate, Leachate collection system, Condensate, and cover) shall at all times remain the property of BCC.
- **C. Gas Migration.** Contractor shall have no responsibility or liability for the control or containment of or for damage occasioned by Landfill Gas migration beyond or within the grounds of the Landfill. BCC shall be solely responsible for the control and containment of the migration of Landfill Gas. Should migration of gas cause the current or additional migration control systems to be implemented the parties will work together to design and implement a migration control program that will mitigate any impact on gas quality or the operation of the Processing Station.
- **D.** Contactor Licensing. Contractor shall be licensed to do business in the State of Alabama. Construction of the Processing Station will be performed by an Alabama licensed contractor. All permitting and design performed by Contractor will be performed by an

Alabama licensed professional engineer. The Contractor shall perform completion of this Project in strict accordance with the designs, specifications and any applicable drawings. Signed and sealed designs and as-built drawings will be provided by the Contractor to BCC. The Contractor must be in good standing with BCC, Solid Waste Department and Baldwin County Purchasing Department.

SECTION 9 – LIMITATION OF LIABILITY

- **A.** Landfill Gas. Except as provided in this Agreement, BCC provides no representation or warranties either expressed or implied, as to the amount or chemical composition of the Landfill Gas to be extracted hereunder, including, but without limitation, any warranty of merchantability or fitness of the Landfill Gas for a particular purpose.
- **B.** Contractor's Obligation. Contractor will be solely responsible for the determination of the suitability of the Landfill Gas to be used under this Agreement for any and all purposes contemplated by Contractor.
- **C.** Condensate. Condensate shall be managed in accordance with Section 3A(v) above.

SECTION 10 - INDEMNITIES

Indemnification by Contractor. Contractor shall indemnify, hold harmless and, upon request, defend BCC, its officers, employees, servants, agents and independent contractors, successors and/or assigns, jointly and severally, from and against any and all costs, claims, liabilities, damages, expenses, causes of action, suits, or judgments, including, without limitation, reasonable attorney's fees of outside counsel and all court costs and experts fees, incurred in connection with or arising from or relating to (1) any breach of this Agreement by Contractor or any of Contractor's officers, employees, servants, agents and independent contractors; or (2) the Contractor's operations at the Plant Site, including the Processing Station; or (3) any breach or violation of any Applicable Laws, including without limitation, Environmental Laws, by Contractor or any of Contractor's officers, employees, servants, agents and independent contractors; or (4) the operations, acts, or omissions to act of any person who is either controlled by or affiliated with Contractor or invited onto any part of the Landfill, Plant Site, or Processing Station by Contractor or any of Contractor's officers, employees, servants, agents and independent contractors; or (5) any negligent, grossly negligent or intentional act or omission of Contractor or its officers, employees, servants, agents, or independent contractors, including, without limitation, such acts or omissions that cause injury or death to person(s) or damage or loss to or of property; and/or (6) any contamination or other environmental problems or difficulties whether now known or hereafter discovered that arises from any negligent, act or omission of Contractor or any of Contractor's officers, employees, servants, agents or independent contractors or Contractor's operation of the Plant Site and the Processing Station.

Contractor's indemnification of BCC under this Section 10A shall not be applicable to the extent that liability arises solely from any negligent, grossly negligent or intentional acts or

omissions of BCC or any of BCC's officers, employees, servants, agents or independent contractors.

В. **Indemnification by BCC.** BCC shall indemnify, hold harmless and, upon request, defend Contractor, its members, managers, employees, servants, agents, independent contractors, successors and/or assigns, jointly and severally, from and against any and all costs, claims, liabilities, damages, expenses, causes of action, suits, or judgments, including, without limitation, reasonable attorney's fees of outside counsel and all court costs and experts fees, incurred in connection with or arising out of or relating to (1) the Management and Operation of the Landfill, including the Gas Collection System, by BCC; or (2) any breach or violation of any Applicable Laws, including, without limitation, Environmental Laws, by BCC or any of BCC's officers, employees, servants, agents and independent contractors; or (3) BCC's use or activities at the Landfill prior to the date of this Agreement; or (4) the subsurface migration or surface emission of Landfill Gas within or beyond the Landfill, to the extent such migration is not related to the activities of Contractor; or (5) any negligent, grossly negligent or intentional act or omission of BCC or its officers, employees, servants, or agents, including, without limitation, such acts or omissions that cause injury or death to person(s) or damage or loss to or of property; or (6) any contamination or other environmental problems or difficulties whether now known or hereafter discovered that arises from any negligent act or omission of BCC or any of BCC's officers, employees, servants, or agents s or BCC's Management and Operation of the Landfill or the Gas Collection System SAME, including, without limitation, any subsurface migration or surface emission of Landfill Gas; and/or (7) any injury or death to person(s) or damage or loss to or of property arising out of or due to the presence of Hazardous Materials in or on the Landfill Gas or Landfill.

Notwithstanding the foregoing, BCC's indemnification of Contractor under this Section shall not be applicable to the extent that liability arises solely from any negligent, grossly negligent or intentional act or omission of Contractor or any of Contractor's members, managers, employees, servants, agents or independent contractors.

D. BCC's Limitation of Liability for Breach of Contract. In no event shall BCC be liable to Contractor with respect to any claim for breach of this Agreement for any indirect, special, incidental, punitive or consequential damages of any kind or nature. Without limiting the generality of such exclusion, the following types of damages shall not be recoverable: loss of usage of the Processing Station and capital costs. This Section shall not be interpreted to eliminate or limit in any respect BCC's other indemnification obligations as provided in and pursuant to Section 10B.

If BCC breaches this Agreement, the sole and exclusive remedy of Contractor shall be to recover from BCC the actual compensatory damages for which Contractor is entitled under Alabama law.

E. Exclusiveness of Remedies for Breach or Termination. BCC and Contractor expressly agree that BCC and Contractor, respectively, shall each also have the right to terminate

this Agreement pursuant to and subject to the conditions of Section 14A and Section 14B, respectively, as a result of a breach that is not cured by the other party within thirty (30) days of notice thereof; these two remedies shall be cumulative. No other damages shall be recoverable by BCC from Contractor or by Contractor from BCC for such termination or breach.

Notwithstanding anything to the contrary, the language of this Section 10 shall not prevent BCC, Contractor or any Buyer from (i) pursuing injunctive relief or specific performance or (ii) from arbitrating or litigating (as the case may be) any liability or indemnification matter without terminating this Agreement (i.e. the party shall not be required to terminate this Agreement in order to seek redress for a breach of the Agreement or any other matter to which the party is entitled to indemnification under the provisions of this Section 10).

F. Survival. All provisions of this Section 10 shall survive termination of this Agreement, by default or otherwise.

SECTION 11 - INSURANCE

- **A**. **Contractor.** The Contractor shall purchase and maintain all of the insurance described in Sections 11(i) through Section 11(iv) hereof during the term of this Agreement:
 - (i) Workers' Compensation including occupational disease in accordance with the statutory requirements set forth by the state in which the Work is to be performed and employer's liability insurance covering all Contractor's employees engaged in the performance of this contract in the minimum sum of \$1,000,000.
 - (ii) Commercial general liability insurance, including Contractor's protective liability and contractual liability insurance covering death or bodily injury and property damage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - (iii) Comprehensive automobile liability insurance covering Contractor for claims arising from owned, hired and non-owned vehicles covering death or bodily injury and property damage with a combined single limit of a minimum sum of \$1,000,000.
 - iv) Environmental pollution liability insurance covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations with a combined single limit of a minimum sum of \$1,000,000.
 - (v) Certificates of insurance covering all of the insurance required to be maintained by Contractor shall be filed with BCC. BCC shall be named as an additional insured under all insurance policies, using ISOCG 20-10 Endorsement. All such policies shall be from reputable national insurance companies, licensed in the state in which the Project is located and reasonably acceptable to BCC. All

insurance policies shall contain the provision that the insurance company will provide written notice to BCC thirty (30) days prior to any change, termination or cancellation of coverage. All insurance policies shall provide that all deductibles shall be for Contractor's account, and all such insurance policies shall be primary and not contributory with BCC's insurance.

- **B**. **BCC.** BCC shall purchase and maintain all of the insurance described in Section 11B(i) through Section 11B(v) hereof during the term of this Agreement:
 - (i) Workers' Compensation including occupational disease in accordance with the statutory requirements set forth by the state in which the Work is to be performed and employer's liability insurance covering all of BCC's employees engaged in the performance of this contract in the minimum sum of \$1,000,000.
 - (ii) Commercial general liability insurance, including BCC's protective liability and contractual liability insurance covering death or bodily injury and property damage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - (iii) Comprehensive automobile liability insurance covering BCC for claims arising from owned, hired and non-owned vehicles covering death or bodily injury and property damage with a combined single limit of a minimum sum of \$1,000,000.
 - (iv) Certificates of insurance covering all of the insurance required to be maintained by BCC shall be filed with the Contractor. Contractor shall be named as an additional insured under all insurance policies, using ISOCG 20-10 Endorsement. All such policies shall be from reputable national insurance companies, licensed in the state in which the Project is located and reasonably acceptable to Contractor. All insurance policies shall contain the provision that the insurance company will provide written notice to the Contractor thirty (30) days prior to any change, termination or cancellation of coverage. All insurance policies shall provide that all deductibles shall be for BCC's account, and all such insurance policies shall be primary and not contributory with Contractor's insurance.

SECTION 12 – REMOVAL AND RESTORATION

The Processing Station and related equipment shall remain the personal property and/or responsibility of Contractor (collectively "Contractor's Equipment"), notwithstanding the method or mode of installation or attachment to real property. Upon written request by Contractor, BCC shall provide a waiver or estoppel certificate from Contractor or any lessee operator of the Landfill, in a form satisfactory to Contractor, acknowledging that Contractor's Equipment is personal property owned by Contractor and subject to the right of removal by Contractor. Contractor shall have an obligation, within three (3) months after the expiration or termination of this Agreement,

to remove or to cause the removal of the above ground portion of Contractor's Equipment and to permanently seal and cap all openings for pipes or equipment left in the Plant Site in accordance with the then applicable industry standards and Applicable Laws relating to the closure of the Plant Site and in such a manner as to not cause violations of the Title V permit conditions. Upon the expiration or termination of this Agreement, BCC shall have the option to accept ownership of the below ground portions of the Processing Station, including foundations, if any. Should BCC not elect to accept ownership, Contractor shall be responsible to remove all such below ground portions.

SECTION 13 – FORCE MAJEURE

If by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed in default during the continuation of such inability, provided that: (i) the non-performing party, within two weeks after the occurrence of the Force Majeure, gives the other party written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligation of either party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and (iv) that the non-performing party endeavor to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. Notwithstanding the foregoing, the performing party may, at its option, terminate this Agreement after six (6) consecutive months of any such suspension of performance. Neither party shall be required to settle strikes, lockouts, or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in it judgment, not in its best interest. A Force Majeure, as that term is defined herein, under the Power Purchase Agreement, shall be a Force Majeure under this Agreement.

SECTION 14 – TERMINATION

- A. Contractor's Default. In the event that Contractor at any time fails to perform or observe any of the provisions of this Agreement required to be performed or observed by Contractor or otherwise breaches this Agreement, BCC shall notify Contractor in writing of the facts relied upon as constituting a default or breach hereunder. Contractor, if in default, shall have ninety (90) days after receipt of such notice in which to complete or substantially complete compliance with such provisions. BCC shall have the right to terminate this Agreement upon written notice to Contractor if Contractor fails to complete or substantially complete such compliance efforts within the ninety (90) day period, unless (i) such failure is excused under the provisions of Section 13 hereof, or (ii) compliance within ninety (90) days is not reasonably possible and Contractor has commenced and is diligently pursuing such compliance effort. Upon such termination, BCC shall be entitled to the remedies and damages set forth in this Agreement.
- **B. BCC's Default.** In the event that BCC at any time fails to perform or observe any of the provisions of this Agreement required to be performed or observed by BCC or otherwise breaches this Agreement, Contractor shall notify BCC in writing of the facts relied upon as constituting a default or breach hereunder. BCC, if in default, shall have ninety (90) days after receipt of such notice in which to complete or substantially complete compliance with such provisions. Contractor shall have the right to terminate this Agreement upon written notice to

BCC if BCC fails to complete or substantially complete such compliance efforts within the ninety (90) day period, unless (i) such failure is excused under the provisions of Section 13 hereof, or (ii) compliance within ninety (90) days is not reasonably possible and BCC has commenced and is diligently pursuing such compliance efforts. Upon such termination, Contractor shall be entitled to the remedies and damages set forth in this Agreement.

C. Termination For Convenience. In the event:

- (1) Contractor, in its sole discretion, determines that (a) the Landfill can no longer produce Commercial Quantities of Landfill Gas or (b) the Project cannot be operated economically; or
- (2) a Buyer fails to perform its obligations under one or more Power Purchase Agreement(s);
- (3) then Contractor shall have the right to surrender and terminate this Agreement after payment of one (1) years' worth of gas payments to BCC as outlined in Section 6A. Once payment has been made this agreement shall become null and void.
- **D. Non-Waiver.** No action taken by BCC or Contractor after the effective date of the termination of this Agreement pursuant to Section 14A or 14B in accepting one or more payments from the other or undertaking any other activity which would have been authorized by this Agreement but for its termination, shall be construed as notice that this Agreement is not canceled or as a waiver of the termination.

SECTION 15 – REPRESENTATIONS AND WARRANTIES

- **A. BCC.** BCC hereby agrees, warrants and represents to Contractor, as of the date of execution of this Agreement and while this Agreement is in effect, that
 - (i) BCC has not entered into any other agreements with respect to the Landfill Gas conveyed to Contractor under this Agreement or with respect to any of the other rights conveyed to Contractor pursuant to Section 2 of this Agreement;
 - (ii) Contractor shall receive good and marketable lease to the Plant Site, the Landfill and the Landfill Gas, free and clear of all liens, claims, encumbrances and mortgages or adverse interests of any kind or nature;
 - (iii) It is intended that the Landfill and the Management and Operation of the Landfill (including the Gas Collection System) be in compliance with any and all Applicable Laws relating to the Management and Operation of the Landfill, including, without limitation, all Environmental Laws; and BCC will rectify instances of non-compliance in accordance with applicable laws and the associated compliance schedules; and that any existing Gas Collection System is in commercially reasonable operating

condition and that that existing or any new or expanded system will be maintained by BCC in good repair during the term of this Agreement.

- (iv) BCC is not currently aware of any toxic material or Hazardous Material placed in the Landfill within the last 10 years, except for any incidental Hazardous Material that may be included within normal household waste; and
- (vi) The execution, delivery and performance by BCC of this Agreement is within the powers of BCC, have been duly authorized and does not violate any Applicable Law or the charter of BCC.
- **B.** Contractor. Contractor hereby agrees, warrants and represents to BCC, as of the date of execution of this Agreement and while this Agreement is in effect, that:
 - (i) Contractor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Alabama and has the power to carry on its business as it is contemplated to be conducted under this Agreement; and
 - (ii) The execution, delivery and performance by Contractor of this Agreement is within the limited liability company powers of Contractor, have been duly authorized by all necessary limited liability company action, and do not violate any Applicable Law, or the terms of the articles of organization or operating agreement of Contractor.

SECTION 16 – TESTING AND ANALYSIS

- A. Testing and Evaluation. Subject to the provisions of this Agreement, Contractor may conduct such tests and evaluations as may be necessary in order to determine whether the Landfill will produce Commercial Quantities of Landfill Gas and the Project is economically viable. All tests will be subject to the approval of BCC, which shall not be unreasonably conditioned, withheld, or delayed. Access to the Landfill for the purpose of conducting such tests shall be pursuant to Section 3B. Contractor, at its sole expense, will complete such testing and evaluation. Contractor shall provide BCC a copy of the results of all such tests and evaluations.
- **B.** Pertinent Information. Prior to the commencement of the testing and evaluation and to the extent BCC has knowledge, BCC shall inform Contractor in writing about any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, and any other available data relating to the Landfill and BCC's or Contractor's activities in connection therewith. At Contractor's request, BCC will deliver copies of such material as may be in BCC's possession.
- C. Go/NO Go Decision Date. Contractor shall determine the economic viability of this Project, Processing Station and whether the Landfill will produce Commercial Quantities of Landfill Gas within ninety (90) days of completion of the testing and evaluation described above and provide a Go/No Go Decision within the ninety (90) days. Gas sampling for said testing shall be recovered within thirty (30) days from the date of execution of this agreement.

D. Termination by Contractor. If Contractor determines, in its sole judgment, following completion of testing and evaluation, that the Project or the Processing Station is not economically viable or that the Landfill will not produce Commercial Quantities of Landfill Gas, Contractor shall provide written notice to BCC of such judgment in accordance with the "Go/No Go" decision date as specified above. Thereafter, this Agreement shall terminate with no further liability on the part of BCC or Contractor.

SECTION 17 – ASSIGNMENT

Except as expressly provided herein, this Agreement may not be transferred or assigned by one party without written consent of the other party which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 18 – NOTICES

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been properly given or sent (on the date such act(s) occurs) if (a) served personally upon the party for whom intended, (b) sent by first-class mail, return receipt requested, (c) sent by Federal Express or other nationally recognized over-night carrier or (d) sent via facsimile, to such party at its address as hereinafter shown, provided a confirmation is generated by the fax machine sending the fax (and such fax is confirmed with a telephone call to the receiving party's office, notifying him that such fax was sent), or sent as otherwise permitted by the receiving party by notice to the sending party in accordance with this provision:

To Contractor: AEP Renewable Fuels, LLC 1400 Buford Highway Ste E-2

Buford, GA 30518

With a copy to:

To BCC:

Or to any other addresses designated in writing by the receiving party to the other party in accordance with the provisions of this Agreement.

SECTION 19 - TAXES

Contractor shall, during the term of this Agreement, pay or arrange for the payment of all general taxes currently levied upon or assessed against the Processing Station, relating equipment, machinery and improvements constructed or installed by it in, on, or adjacent to the Landfill.

SECTION 20 – MATERIAL CHANGES

- A. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such terms and provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- **B. Headings.** The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement.
- C. Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between Contractor and BCC or to impose any partnership obligation or liability upon such parties. Neither BCC nor Contractor shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.
- **D.** Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Alabama.
- **E.** Amendments to Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties hereto.
- **F. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements and understandings between the parties relating to the subject matter hereof.
- **G. Successors and Assigns.** All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.
- **H.** Contractor Right to Processing Station Design. It is acknowledged that the Contractor has or will expend considerable time and expense in developing the designs for the Processing Station, therefore, consider such design to be proprietary. BCC agrees on behalf of itself and its agents and representatives to maintain the proprietary nature of this design by not constructing like facilities without the written approval of the Contractor.

IN WITNESS OF THE ABOVE TERMS, the parties have caused this Agreement to be executed, by their respective officers duly authorized, on the dates indicated below, in duplicate, each to have the force and effect of an original.

AEP RENEWABLE FUELS, LLC

Name: David Hopkins
Title: SVP

BALDWIN COUNTY COMMISSION

By:	
Name:	Date
Title:	

REMAINDER OF PAGE IS BLANK NOTARY PAGE TO FOLLOW

STATE OF ALABAMA	
OF:	
NOTARY CERTIFICATE	
Before me this day personally appeared	and
, as	and
respectively of	to me well
known or produced identification	(Type of
Identification) to be persons described in and who execute who acknowledged that they did so as officers of said authority of the Board of Directors of said corporation.	
Witness my hand and seal this day of	, 2019.
Signature of Notary	
Notary Stamp:	



December 18, 2020

Baldwin County Commission

Attn: Honorable Billie Jo Underwood, Mrs. Terri Graham,

Re: Proposed Landfill Gas Rights Agreement (the "Agreement") by and between AEP

Renewable Fuels, LLC (together with any successor, "AEP") and Baldwin

County Commission (the "Commission")

Dear Mses. Underwood and Graham,

This letter will serve as a written modification to the Landfill Gas Rights Agreement ("Agreement"). Unless otherwise stated, the terms herein shall have the same meaning as in the Agreement. The parties understand and agree that, notwithstanding any term to the contrary, the Agreement, once approved and executed by the Baldwin County Commission ("BCC"), will not be effective, and neither party will have any obligations thereunder, unless and until AEP executes all written agreements necessary to proceed with (1) interconnecting the Processing Station with the Riviera Utilities pipeline, (2) interconnecting with British Petroleum lateral lines, and (3) compressing and piping Landfill Gas to a metering and pressure regulation station. If said written agreements are not in place within six (6) months of the BCC's execution of the Agreement, the Agreement shall be null and void without further action by either party thereto.

Sincerely,

AEP Renewable Fuels, LLC

By: Tony Erwin, CEO

AGREED AND ACKNKOWLEDGED:

BALDWIN COUNTY COMMISSION

Ву:	
Name:	
Title:	
Date:	

STATE OF ALABAMA)
COUNTY OF BALDWIN)

GROUND LEASE

THIS	GROUND LI	EASE ("Lease")	is made thi	s d	ay of _		, 2021,
between AEI	P RENEWABL	E FUELS, LLC, a	a Georgia lii	mited liability	y compa	ny ("Less	ee"), and
the BALDW	IN COUNTY	COMMISSION,	a political	subdivision	of the	State of	Alabama
("Lessor").							

WITNESSETH:

WHEREAS, Lessor is the owner of that certain real property known as the Magnolia Sanitary Landfill and located at 15140 County Road 49, Town of Summerdale, Baldwin County, Alabama (the "Landfill");

WHEREAS, contemporaneous with the execution of this Lease, Lessor and Lessee have entered into an agreement pursuant to which Lessor grants to Lessee certain rights to purchase landfill gas collected at the Landfill (the "Landfill Gas Rights Agreement"); and

WHEREAS, Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor, subject to the terms and conditions set forth in this Lease, a certain one (1) acre parcel of land located at the Landfill for Lessee's commercial production, storage and loading of transportation fuels from landfill gas for sale to others.

NOW, THEREFORE, for and in consideration of the covenants and conditions herein to be kept, performed and observed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEMISE OF LEASED PREMISES

Description of Leased Premises

1.01 Lessor leases to Lessee, and Lessee rents and accepts from Lessor, a certain one (1) acre parcel of land located at the Landfill and further described on Exhibit A, attached hereto and incorporated herein by reference (the "Leased Premises"). All materials, minerals, water, natural gas, and other items existing in, on, or under the Landfill (including, but not by way of limitation, the refuse, cell liners, the landfill gas until title passes to Lessee, leachate, leachate collection system, condensate, and cover) shall at all times remain the property of Lessor, subject to the terms of the Landfill Gas Rights Agreement.

Land Subject to Liens, Encumbrances, and Other Conditions

1.02 Lessee shall be permitted to use the Leased Premises for all purposes set forth in the Landfill Gas Rights Agreement, and ancillary uses related thereto. All other uses are subject to the prior written consent of Lessor, such consent not to be unreasonably withheld, conditioned, or delayed. This Lease is expressly granted by Lessor and accepted by Lessee subject to all

applicable building, zoning and other ordinances and governmental requirements affecting the Leased Premises and to all restrictions, covenants, encumbrances, rights-of-ways, easements, exceptions, reservations and other matters of record encumbering or affecting the Leased Premises. Furthermore, subject to the rights of Lessee hereunder, Lessor reserves the right to grant any, easements, licenses, and other similar agreements affecting the Leased Premises, including, without limitation, utility and pipeline easements (collectively referred to for purposes of this paragraph as "Easements"), provided that, (i) the Easement shall be located in a manner that minimizes interference with the operations of Lessee at the Leased Premises and does not increase any operational cost or risk to Lessee, while also minimizing construction and operational costs and risks for Lessor; and (ii) in connection with any and all work performed and operations conducted within the Leased Premises, the Easement holder, including its employees, agents, invitees, contractors and subcontractors, shall comply with Lessee's standard safety and insurance requirements for contractors performing similar types of work within the Leased Premises. All plans and specifications for an Easement holder's improvements to be located on the Leased Premises shall be subject to Lessee's prior review and approval (such approval not to be unreasonably withheld, conditioned or delayed so long as such improvements meet Lessee's own standards for similar improvements on the Leased Premises). The matters referenced in this paragraph are the "Permitted Exceptions".

Representations and Warranties of Lessor

Lessee shall satisfy itself of any and all matters in connection with the condition of the Lease Land prior to execution of this Agreement. Lessee has the obligation to determine any and all conditions of the Leased Premises and any improvements thereof, without limitation. Lessor disclaims any and all warranties with regard to the Leased Premises, express or implied. Lessee has had the opportunity to inspect the Leased Premises and to satisfy itself with regard to its condition and Lessee understands, acknowledges and agrees that the Leased Premises is leased by Lessor and accepted by Lessee in its "AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED" condition and without recourse against Lessor. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, SUITABILITY, OR **FITNESS** PARTICULAR PURPOSE. AND INCLUDING WITHOUT LIMITATION. (I) THE CONDITION OR SUFFICIENCY OF THE LEASED PREMISES FOR LESSEE'S INTENDED USE. (II) THE CONDITION OR ZONING STATUS OF THE LEASED PREMISES. OR ANY OTHER FACT OR MATTER RELATING THERETO, OR (III) WHETHER ANY OF THE LEASED PREMISES CONTAINS ANY SUBSTANCE OR MATERIAL WHICH IS OR MAY BE IN VIOLATION OF ANY ENVIRONMENTAL LAW. Lessee acknowledges that, except as may be otherwise expressly provided herein, in no event shall Lessor have any obligation for any defects in the Leased Premises or any limitation on its use. The taking of possession of the Leased Premises shall be conclusive evidence that the Leased Premises was in good condition at the time possession was taken. Notwithstanding anything herein to the contrary, Lessor hereby represents and warrants that, to its actual knowledge, as of the date of this Lease, the Leased Premises is in compliance with any and all - and that Lessee's permitted use hereunder does not violate any or all - applicable laws, statutes, ordinances and regulations.

ARTICLE 2. TERM AND RENT

Term of Lease

	2.01	This Lease shall be for a te	rm of fifteen (15) years ("Initial Term"), commencing
on		, 2021, and ending on	, 2036, unless terminated at an earlier
date for	any r	eason set forth in this Lease.	Thereafter, this Lease shall automatically renew on a
year-to-	-year b	asis unless Lessor or Lessee	provides the other with written notice of termination of
the Lea	se pric	or to the expiration of any ren	ewal term. Notwithstanding the foregoing, the term of
this Lea	ase and	d the term of the Landfill Ga	s Rights Agreement shall be co-terminus, such that in
the even	nt of to	ermination or extension of the	e term of the Landfill Gas Rights Agreement, this term
of this l	Lease	shall immediately be deemed	so terminated or extended, as applicable.

Rent

2.02 Lessee shall pay to Lessor annual rental in the amount of \$1,200.00, payable in equal installments of \$100.00 per month in advance on the first day of each month for that month's rental, during the term of this Lease.

Holdover

2.03 If Lessee holds over after the expiration of the Initial Term of this lease agreement or any renewals thereof, then Lessee's tenancy shall be from month to month on all the terms and conditions as set forth in this Lease.

ARTICLE 3. USE AND CONSTRUCTION OF IMPROVEMENTS

Permitted Use of Leased Premises

- 3.01 Lessee shall have the right to use the Leased Premises solely and exclusively for activities related to Lessee's purchase of landfill gas from Lessor and the commercial production, storage and loading of transportation fuels for sale to others from landfill gas and ancillary uses incidental thereto; provided that such use shall be in accordance with the parties' Landfill Gas Rights Agreement all applicable Governmental Laws Environmental Laws and for no other purpose ("Permitted Use").
- 3.02 At all times, all uses of the Leased Premises shall be under the direction, supervision and control of agents and employees of Lessee so as to insure safe and appropriate use of the Leased Premises.
- 3.03 Lessee's use of the Leased Premises shall be in accordance with all applicable policies and procedures of Lessor of which Lessee has prior written notice and which do not unreasonably interfere or adversely affect Lessee's ability to perform at the Leased Premises as permitted under this lease agreement.

Construction of Buildings and Other Improvements

- 3.04 Lessee shall not commence any renovation, restoration or construction activities without the prior written approval of Lessor, such approval not to be unreasonably withheld, conditioned, or delayed. Lessee shall provide sufficient detail so that Lessor can make an informed decision with regard to any proposed renovation, restoration or constructions activities. All renovation, restoration or constructions activities shall be in accordance with the approved details. There shall be no additions or modifications to the approved details without the prior written permission of Lessor. Notwithstanding anything herein to the contrary, all renovation, restoration and construction activities permitted pursuant to the Landfill Gas Rights Agreement shall be deemed approved and permitted under this Lease Agreement. Further, notwithstanding anything herein to the contrary, if Lessor fails to respond to Lessee's request for approval within thirty (30) days after Lessee's said request, and such failure to respond continues for another thirty (30) days after a reminder notice from Lessee, then Lessor shall be deemed to have approved same.
- 3.05 Upon written approval of Lessor (or upon Lessor's deemed approval as set forth above), Lessee shall have the right to construct structures, buildings, and other improvements ("Improvements") on the Leased Premises, at Lessee's sole cost and expense, and in connection with any construction, Lessee shall be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of the foregoing serve the approved plans or the Improvements erected on the Leased Premises. Lessor shall have no liability for any costs or expenses in connection with the construction of Improvements on the Leased Premises.
- 3.06 Lessor acknowledges that, pursuant to the parties' Landfill Gas Rights Agreement, Lessee shall, at its sole expense, design, install, permit, and construct, a Processing Station at the Landfill (including any expansions thereof), all in accordance with federal, state and industry standards, and that no further approvals from Lessor are required with respect to same. As set forth in said Agreement, the design and permitting documents shall be signed and sealed by a professional engineer registered in the State of Alabama.
- 3.07 Lessee shall keep and maintain cost records for all restoration, renovation and/or construction activities undertaken on the Leased Premises, copies of which shall be provided to Lessor upon Lessor's written request for same on no less than an annual basis.
- 3.08 No review or approval of plans, specifications or other information or documentation by Lessor shall constitute a representation or warranty by Lessor that such plans, specifications or other information or documentation satisfy any applicable laws or other requirements or will provide for a safe operation, and no such review or approval shall make Lessor otherwise liable with respect thereto. Lessee shall be solely responsible for determining whether its plans, specifications, construction and maintenance meet its needs, satisfy applicable laws and other requirements and will provide for a safe operation.

ARTICLE 4. OPERATING COSTS AND IMPOSITIONS

Maintenance and Operating Costs

4.01 During the term of this Lease, Lessee, at its own expense, shall maintain and keep the Leased Premises and the facilities constructed thereon in a state of good condition and repair. Lessee shall pay all "Operating Costs" and "Impositions" defined in Paragraphs 4.02 and 4.03, below, in connection with the Leased Premises.

Definition of Operating Costs

4.02 "Operating Costs" shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities: all commercially reasonable expenses, whether or not mentioned in this Lease, that are incurred with regard to operation, repair or maintenance of the Leased Premises. Notwithstanding the foregoing, Lessor shall be responsible for all costs incurred in Lessor's use of the Leased Premises.

Definition of Impositions

4.03 "Impositions" shall include all fines and levies that result from construction activities or the normal operation of the Leased Premises, all real estate property taxes, assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Premises and become due and payable during the Term of this Lease, or any lien that arises during the time of this Lease on the Leased Premises or Improvements, any portion of these, or any sidewalks or streets in front of or adjoining the Leased Premises and Improvements.

ARTICLE 5. LAWS AND GOVERNMENTAL REGULATIONS

Compliance

5.01 Throughout the entire term of this Lease, including any renewals, and without any cost to Lessor, Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of all Governing Authorities. "Governmental Authority" means any federal, state, tribal, foreign or local governmental entity, authority, department, court or agency, including any political subdivision thereof, exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, and including any arbitrating body, commission or quasi-governmental authority or self-regulating organization of competent authority exercising or enlisted to exercise similar power or authority.

ARTICLE 6. LIENS AND ENCUMBRANCES

Creation Not Allowed

6.01 Lessee shall not create, permit, or suffer any mechanics' or other liens or encumbrances on or affecting the Leased Premises or the fee estate or reversion of Lessor.

Discharge After Filing or Imposition

6.02 If any lien or encumbrance shall at any time be filed or imposed against the Leased Premises or the fee estate or reversion of Lessor, Lessee shall cause the lien or encumbrance to be

discharged of record within sixty (60) days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Lessee shall fail to cause the lien or encumbrance to be discharged within the sixty (60) day period, and if Lessee is not diligently pursuing the discharged or bonding over of said lien or encumbrance, then in addition to any other right or remedy of Lessor, and upon at least ten (10) days prior written notice to Lessee, Lessor shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Lessor shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the lienor and to pay the amount of the judgment for and in favor of the lienor with interest, costs, and allowances if Lessor elects to take this action. All amounts paid by Lessor and all of its costs and expenses in connection with the actions taken by Lessor, including court costs, reasonable attorneys' fees, and interest at the highest legal rate in effect at the time these moneys are due, shall be deemed to be additional rent under this Lease and shall be paid by Lessee to Lessor promptly on demand by Lessor.

Lessor Not Liable for Labor, Services, or Materials Furnished to Lessee

6.03 Lessor shall not be liable for any labor, services, or materials furnished or to be furnished to Lessee in connection with any work performed on or at the Leased Premises.

ARTICLE 7. INSURANCE AND INDEMNITY

Property and Personal Injury Liability Insurance

- 7.01 At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, comprehensive broad-form public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Premises and Improvements, and adjoining areas, and shall be in an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for property damage and bodily injury.
- 7.02 At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, umbrella or excess liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Premises and Improvements, and adjoining areas in an amount of not less than \$5,000,000 per occurrence and annual aggregate (inclusive of the requirements and in addition to the GL, CA, and EL limits listed in Paragraph 7.01 above.

Construction Liability Insurance

7.03 Lessee agrees to obtain and maintain (to the extent reasonably procurable) construction liability insurance at all times when demolition, excavation, or construction work is in progress on the Leased Premises. The insurance shall have limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for property damage and bodily injury. The insurance shall be maintained for the mutual benefit of Lessor and Lessee against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the Leased Premises.

Certificates of Insurance

- 7.04 Each insurance policy required under this Article 7 shall be carried by insurance companies authorized to transact business in the State of Alabama, shall name both Lessor and Lessee as insureds, and shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Leased Premises, and any successors and assigns of this Lease.
- 7.05 Lessee shall furnish Lessor with certificates of all insurance required by this Article 7. Lessee agrees that if it does not keep this insurance in full force and effect, Lessor may notify Lessee of this failure, and if Lessee does not deliver to Lessor certificates showing all of the required insurance to be in full force and effect within ten (10) days after this notice, Lessor may, at its option, take out and pay the premiums on the insurance needed to fulfill Lessee's obligations under the provisions of this Article 7. On demand from Lessor, Lessee shall reimburse Lessor the full amount of any insurance premiums paid by Lessor, with interest at the rate of ten percent (10%) per annum from the date of Lessor's demand until reimbursement by Lessee.
- 7.06 Lessee acknowledges and agrees that the amount of liability insurance shall be subject to any increases that may be reasonably required by Lessor from time-to-time to account for inflation or other market conditions shall be made in cooperation between Lessor and Lessee. Notwithstanding the foregoing, the amount of liability insurance shall not be decreased without the prior written authorization of the Lessor.

Indemnification of Lessor

Lessee agrees to indemnify, defend and hold harmless the Lessor, its elected officials, officers, employees, agents, representatives, successors and assigns ("Lessor Indemnified Parties") from and against any and all Losses, defined below, which may be imposed on, incurred by or asserted against the Lessor Indemnified Parties, in any way and to the extent relating to or arising out of (i) any actions taken or omissions by Lessee or its members, officers, managers, employees, agents, successors, assigns, guests and invitees, vendors, equipment lessors, licensees, carriers, contractors or subcontractors (together, "Lessee") in connection with the occupancy, use or operation of the Leased Premises or surrounding areas, or any accident or occurrence in connection therewith, (ii) any failure to perform any covenant or agreement made or undertaken by Lessee in this Lease beyond any applicable notice and cure period, (iii) the occupancy, use and/or occupation of the Leased Premises, by Lessee and/or (iv) any injury or damage to any person, including death, or property, occurring in or about the Leased Premises; provided, however, that Lessee shall not be required to indemnify the Lessor Indemnified Parties for any Losses under clauses (i), (ii), (iii) or (iv), to the extent resulting from or arising out of the gross negligence or willful misconduct of any of the Lessor Indemnified Parties. For purposes of this Lease, "losses" shall mean any losses, damages, liabilities, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses (including court costs and reasonable attorney's and expert's fees) of any and every kind or character, known or unknown, fixed or contingent. Lessee waives all claims and demands against Lessor for any loss, damage, or injury arising out of or related to Lessee's occupancy, use or operation of the Leased Premises or related to the condition of the Leased Premises caused other than by the negligent or intentional act or omission of Lessor.

7.08 Notwithstanding anything contained in this Lease to the contrary, the provisions of this Article 7 shall survive the expiration or earlier termination of this Lease.

ARTICLE 8. ENVIRONMENTAL

Compliance

8.1 During the entire term of this Lease, including any renewals, at no cost to Lessor, Lessee shall comply with all Environmental Laws applicable to its operations and business at or on the Leased Premises which compliance shall include handling, storing, and disposing of all substances at, in or on the Leased Premises in compliance with all applicable Environmental Laws and satisfying any and all environmental enforcement, permitting, notifications or reporting requirements directly arising out of Lessee's use of the Leased Premises, as required by any applicable law. Without limiting the foregoing, Lessee shall not (a) use or knowingly permit the use by or under Lessee or any vendors, equipment lessors, invitees, licensees, carriers, contractors or subcontractors of any tier of any of Lessee (collectively, the "Lessee") on or about the Leased Premises for the on-site disposal of Hazardous Substances or any other activities in violation of Environmental Laws, or (b) release, or knowingly allow the release by or under Lessee of any Hazardous Substances onto the Leased Premises or adjacent lands or waters in violation of or at concentrations that exceed those allowed by Environmental Laws. Lessor hereby represents and warrants to Lessee that, to its actual knowledge, as of the date of this lease agreement, the Leased Premises is not in violation of any Environmental Laws.

Hazardous Substances

8.2 "Environmental Laws" as used in this Lease shall mean any and all applicable federal, state, municipal and local laws, statutes, rules, regulations, ordinances, codes, restrictions, permitting requirements, licensing requirements and any other governmental requirements or obligations of any kind or nature relating to (i) environmental pollution, contamination or other impairment of any kind or nature, (ii) the construction, installation, repair, maintenance or operation of the Gas Collection System and/or (iii) any hazardous waste or other toxic substances of any nature, whether liquid, solid and/or gaseous, including, without limitation, smoke, vapor, fumes, soot, radiation, acids, alkalis, chemicals, wastes, by-products and recycled materials. These Environmental Laws shall include, but not be limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, all as amended from time to time, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect and all applicable local ordinances, rules, regulations and permitting or licensing requirements. This definition shall not be interpreted to include the laws relating primarily to health and safety such as the Occupational Safety & Health Administration and similar state laws.

This definition shall also include rules and regulations of the Alabama Department of Environmental Management (ADEM).

Notices

- 8.4 Lessee shall provide Lessor with material safety data sheets ("MSDS") on all Hazardous Substances brought onto and produced on the Leased Premises.
- 8.5 Except with respect to those Hazardous Substances used, stored and otherwise handled by Lessee in conjunction with the operation of the Leased Premises in accordance with the Permitted Use and used, stored, and otherwise handled in compliance with applicable Environmental Laws, Lessee shall notify Lessor promptly upon the discovery by Lessee of any Hazardous Substances at, on or in the Leased Premises, at concentrations exceeding those allowed by Environmental Laws or upon receipt of written communication from any governmental agency concerning the actual or alleged violation of an applicable Environmental Law in any way related to the Leased Premises.
- 8.6 Lessee shall provide notice to Lessor of any suit filed against Lessee or with respect to the Leased Premises by any non-governmental third party alleging violations of applicable Environmental Law by Lessee (or anyone acting on behalf of Lessee) at the Leased Premises.
- 8.7 Lessor shall promptly notify Lessee of any release of Hazardous Substances at or associated with Lessor's refinery process to the extent adversely affecting the Leased Premises or that could present an unreasonable risk to Lessee's employees

Cleanup

8.8 If during the Term, Lessee discovers any leak, spill, overflow, outflow or escape of any Hazardous Substances brought onto or produced on the Leased Premises by or on behalf of Lessee at concentrations exceeding those allowed by Environmental Laws, Lessee shall promptly, at its sole cost and expense: (a) notify applicable federal, state and local agencies, if required by Environmental Laws; (b) make all reasonable and necessary arrangements for stopping such leak, spill, overflow, outflow or escape; and (c) clean up, remove and dispose of, pursuant to applicable Environmental Laws, such Hazardous Substances wherever such may be found ("Environmental Cleanup"). If Lessee fails to perform or complete any legally required Environmental Cleanup, Lessor may (at its option) conduct the Environmental Cleanup and Lessee hereby agrees to reimburse Lessor for Lessor's reasonable out-of-pocket costs and expenses in conducting such Environmental Cleanup within thirty (30) days after Lessee's receipt of a bill therefor including a written itemization and documentation for such costs and expenses.

Indemnification of Lessor

8.9 In addition to Lessee's indemnity obligations set forth in Paragraph 7.07 of Article 7 herein, Lessee shall indemnify, defend and hold harmless the Lessor Indemnified Parties from and against all Losses suffered or incurred by any of the Lessor Indemnified Parties, directly or indirectly, including as a result of any claim by a third party, by reason of or arising out of: (a)

intentionally omitted; or (b) intentionally omitted; or (c) any breach or violation of any applicable laws, including without limitation, Environmental Laws, by Lessee; or (d) intentionally omitted; or (e) intentionally omitted; (f) any contamination or other environmental problems or difficulties whether now known or hereafter discovered that arises from any negligent, act or omission of Lessee or Lessee's operation of the Leased Premises; and (g) any environmental remediation or corrective action that is required by Environmental Law by Lessee at the Leased Premises: including (i) the cost and expense of any investigation, assessment, evaluation, monitoring, containment, cleanup, repair, restoration, remediation, risk-based closure activities, or other corrective action required or necessary under Environmental Laws, and (ii) the cost and expense of the preparation and implementation of any closure, remedial, corrective action, or other plans required or necessary under Environmental Laws.

8.10 Notwithstanding anything contained in this Lease to the contrary, the provisions of this Article 8 shall survive the expiration or earlier termination of this Lease.

ARTICLE 9. DAMAGE OR DESTRUCTION OF IMPROVEMENTS

Damage or Destruction; Option to Terminate or Repair

- 9.01 In the event that the Leased Premises, the Improvements, or any part of them are damaged or destroyed by any cause whatsoever, Lessee may elect either of the following options:
- (a) Within one hundred twenty (120) days, Lessee shall commence and diligently pursue to completion the repair, restoration, or replacement of the damaged or destroyed Leased Premises and Improvement, and this Lease shall remain in full force and effect. Excess insurance proceeds, if any, shall be paid to Lessee.

or

(b) In the event that Lessee does not proceed in accordance with subsection (a) above, then Lessor or Lessee may terminate this Lease with one hundred twenty (120) days written notice to the other party..

ARTICLE 10. CONDEMNATION

10.01 If the whole or any substantial part, in Lessor's discretion of the Leased Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking"), this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Leased Premises shall occur. If there is a Taking of less than a substantial part of the Leased Premises, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances. In the event of any such Taking, Lessor and Lessee shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings. Lessor shall be entitled to any award and all damages payable as a result of any condemnation or taking of the fee

of the Leased Premises. Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to the Improvements and/or Lessee's business by reason of the condemnation, including loss of value of any unexpired portion of the Term, and for or on account of any cost or loss to which Lessee might be put in removing Lessee's personal property or fixtures.

10.02 Nothing in this Article 10 prohibits Lessor from voluntarily conveying all or art of the Leased Premises and Improvements to a public utility, agency, or authority under threat of a taking under the power of eminent domain. Any voluntary conveyance shall be treated as a taking within the meaning of this Article.

ARTICLE 11. LEASEHOLD MORTGAGES

Leasehold Mortgages Permitted

- anything in the Landfill Gas Rights Agreement to the contrary, Lessee shall have the right, without the consent of Lessor, to execute and deliver a mortgage, deed of trust, pledge and or collateral assignment of this Lease ("Mortgage") as security for any indebtedness in any form whatsoever. Lessor, however, shall not be required to subordinate its fee simple interest in the leased premises to any such leasehold mortgage. In the event Lessee shall execute and deliver a Mortgage, and if the holder of the indebtedness secured by this Lease ("Mortgagee") notifies Lessor of the execution of such Mortgage, and the name and place for service of notices upon such Mortgagee, then and in such event, Lessor hereby agrees for the benefit of Lessee and such Mortgagee from time to time:
- a. That Lessor will give to any Mortgagee simultaneously with service on Lessee a duplicate of any and all notices or demands given by Lessor to Lessee and no such notice shall be effective unless a copy is so serviced upon Mortgagee;
- b. Lessor shall not terminate this Lease or Lessee's right of possession for any default of Lessee if, within a period of thirty (30) days after the expiration of the period of time within which Lessee might cure such default, such default is cured or caused to be cured by Mortgagee or, if within a period of thirty (30) days after the expiration of the period of time within which Lessee might commence to eliminate the cause of such default, Mortgagee diligently commences to eliminate the cause of such default; and
- c. Upon written notice from Mortgagee, (i) Lessor shall recognize Mortgagee as Lessee hereunder (but Mortgagee will not by reason of such recognition or by reason of any the collateral assignment of the Lease or by the exercise by Lender of any of its rights under this Lease be deemed to have assumed or become liable for any obligations, covenants, conditions or terms of the Lease to be performed and observed by Lessee), and (ii) Mortgagee shall have the right to assign this Lease without the consent of Lessor provided that Mortgagee exercises commercially reasonable efforts to vet any assignee in accordance with standards a prudent governmental body would follow.

Within thirty (30) days after written request from Lessee, Lessor shall execute any documents required by Mortgagee to evidence the above-referenced provisions and any other commercially reasonable provisions requested by Mortgagee.

For avoidance of doubt, in the event of a conflict between the provisions of this Article 11 and any assignment provision in the Landfill Gas Rights Agreement, the provisions of this Article 11 shall prevail.

ARTICLE 12. DEFAULT

Events of Default

- 12.01 Any one or more of the following events shall constitute a default under this Lease:
- (a) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease shall constitute a default under this Lease if such failure continues for more than thirty (30) days after written notice to Lessee from Lessor of same (provided, however, if the nature of said failure is such that it cannot be cured within said thirty (30) day period, then Lessee shall have a reasonable amount of time to effectuate said cure provided that Lessee diligently pursues same).
- (b) Lessee's assignment of the leasehold interest not otherwise permitted under this Lease shall constitute a default under this Lease if Lessee does not cure same within thirty (30) days after written notice from Lessor.

Notice of Election to Terminate Lessee's Possession

12.02 If any event creating default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease. Upon termination, all of Lessee's rights, title, and interest in the Leased Premises shall expire completely and Lessee shall, within a reasonable time, quit and surrender the Leased Premises. Any Improvements erected on the subject leased premises shall revert back to the Lessor, however, Lessee shall have a reasonable time not to exceed ninety (90) days for removal of any such improvements or equipment and/or may leave the same for the benefit of Lessor, such to be determined at Lessees option.

Lessor's Entry after Termination of Lessee's Possession

12.03 At any time after the termination of Lessee's right of possession under this Lease pursuant to Paragraph 11.02 or Paragraph 13.01 of this Lease, Lessor may enter and possess the Leased Premises and Improvements by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Leased Premises and Improvements. If Lessor takes the actions described in this Paragraph 11.03, Lessor may then possess the Leased Premises and Improvements and Lessor may also sell any of the Improvements.

Costs Incurred Due to Breach

12.04 Lessee expressly agrees to pay all reasonable expenses that Lessor actually incurs for reasonable attorneys' fees, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Lease, restoring the Leased Premises and Improvements to good order and condition, and for maintaining the Leased Premises and Improvements.

ARTICLE 13. EXPIRATION OF TERM

Lessee's Delivery of Possession after Termination or Expiration

13.01 On the expiration date of this Lease as set forth in Paragraph 2.01 of this Lease, or the termination of Lessee's possession under this Lease pursuant to Paragraph 11.03, or any entry or possession of the Leased Premises and Improvements by Lessor pursuant to Paragraph 11.03 (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Leased Premises and Improvements, and deliver to Lessor actual possession and ownership of the Leased Premises, less improvements, which the Lessee shall have a right to remove pursuant to paragraph 12.02 but shall otherwise return the Leased Premises without improvements in good condition, wear and tear excepted.

ARTICLE 14. TERMINATION BY LESSOR

14.01 Intentionally omitted.

ARTICLE 15. GENERAL PROVISIONS

No Waiver of Breach by Lessor's Actions

15.01 The failure of Lessor to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt by Lessor of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

Waiver of Any Provision Must Be Written

15.02 No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute, or otherwise.

Entire Agreement

15.03 This Lease, any exhibits annexed to this Lease, and the Landfill Gas Rights Agreement contain the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

Notices

15.04 All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by registered or certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth below, or by reputable national overnight delivery service, or by email to the addresses provided below (and such email notice shall be deemed immediately effective so long as notice by other form permitted under this Section 15.04 is sent within two (2) business days thereafter). Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 14.04.

If to Lessor: Baldwin County Commission

Attn: Chairman

312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507

Email:

With a copy, which shall not constitute notice, to:

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

If to Lessee: AEP Renewable Fuels, LLC

Attn: David Hopkins

1400 Buford Highway Suite E-2

Buford, GA 30518

Email:

With a copy, which shall not constitute notice, to:

Kathleen Hart Andersen, Tate & Carr, P.C. 1960 Satellite Boulevard Suite 4000 Duluth, Georgia 30097 Email: khart@atclawfirm.com

With a copy to:

Mortgagee as set forth in Section 11.01 above

Lessor's Entry and Inspection of Premises

15.05 Lessor, or its agents or designees, shall have the right to enter the Leased Premises and Improvements during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this Lease continuing beyond the applicable periods of grace, or to exhibit the Leased Premises and Improvements to potential buyers and agents.

Partial Invalidity or Unenforceability

15.06 If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Individuals Benefitted by Lease

15.07 This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective distributees, personal representatives, executors, successors, and assigns except as otherwise provided in this Lease.

Assignment and Subletting

- 15.08 This Lease and the Term and estate granted by this Lease, or any part of this Lease or that Term and estate, may not be subleased or assigned, without Lessor's written consent (not to be unreasonably withheld, conditioned, or delayed).
- 15.09 Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or of partnership or of joint venture or of any association between Lessee and Lessor, and neither the provisions contained in this Agreement or any acts of the parties shall be deemed to create any relationship between Lessee and Lessor, other than the relationship of Lessor and Lessee.
- 15.10 Notwithstanding anything herein to the contrary, Lessee shall have the right, without consent of Lessor and without regard to any obligation imposed on Lessee by the Lease, to assign or otherwise transfer the Lease or sublet all or any portion of the Leased Premises to: (a) any entity resulting from a merger or consolidation of Lessee, (b) intentionally omitted, (c) any entity controlled by, controlling or under common control with Lessee, or (d) as part of a foreclosure or sale by any Mortgagee.

(Signature Pages Follow)

IN WITNESS WHEREOF, Lessor and Lessee have executed and signed this Lease or have caused this Lease to be executed and signed effective the date first written above.

LESSOR:

	BALDWIN COUNTY COM	MISSION
	By: Joe Davis, III Its: Chairman	
ATTEST:		
Wayne Dyess County Administrator		
STATE OF ALABAMA) COUNTY OF BALDWIN)		
I,	VIN COUNTY COMMISSIC e, acknowledged before me or y, as such officers and with fu	ON, are signed to the foregoing n this day that, being informed
Given under my hand and seal	I this day of	, 2021.
	Notary Public, Baldw My Commission Exp	•

LESSEE:

AEP RENEWABLE FUELS, LLC

	By: Tony Erwin Its: CEO
STATE OF ALABAMA) COUNTY OF BALDWIN)	
State, hereby certify that	, a Notary Public, in and for said County in said, whose name as
Given under my hand and seal this	, day of, 2021.
	Notary Public, Baldwin County, Alabama My Commission Expires:

Exhibit A

Legal Description of Leased Premises

COMMENCE AT A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 3 EAST AND RUN THENCE SOUTH 89 DEGREES 48 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1784.44 FEET; THENCE RUN NORTH 00 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 325.00 FEET; THENCE RUN NORTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A CAPPED REBAR (SE CIVIL) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 275.00 FEET TO A CAPPED REBAR (SE CIVIL); THENCE RUN NORTH 00 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 185.00 FEET TO A CAPPED REBAR (SE CIVIL); THENCE RUN NORTH 88 DEGREES 06 MINUTES 15 SECONDS WEST, A DISTANCE OF 275.22 FEET TO A CAPPED REBAR (SE CIVIL); THENCE RUN SOUTH 00 DEGREES 22 MINUTES 30 SECONDS EAST, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.20 ACRES, MORE OR LESS.



December 18, 2020

Baldwin County Commission

Attn: Honorable Billie Jo Underwood, Mrs. Terri Graham,

Re: Proposed Baldwin County Landfill Ground Lease Agreement (the "Agreement")

by and between AEP Renewable Fuels, LLC (together with any successor,

"AEP") and Baldwin County Commission (the "Commission")

Dear Mses. Underwood and Graham,

This letter will serve as a written modification to the Landfill Ground Lease Agreement ("Agreement"). Unless otherwise stated, the terms herein shall have the same meaning as in the Agreement. The parties understand and agree that, notwithstanding any term to the contrary, the Agreement, once approved and executed by the Baldwin County Commission ("BCC"), will not be effective, and neither party will have any obligations thereunder, unless and until AEP executes all written agreements necessary to proceed with (1) interconnecting the Processing Station with the Riviera Utilities pipeline, (2) interconnecting with British Petroleum lateral lines, and (3) compressing and piping Landfill Gas to a metering and pressure regulation station. If said written agreements are not in place within six (6) months of the BCC's execution of the Agreement, the Agreement shall be null and void without further action by either party thereto.

Sincerely,

AEP Renewable Fuels, LLC

By: Tony Erwin, CEO

AGREED AND ACKNKOWLEDGED:

BALDWIN COUNTY COMMISSION

Ву:	
Name:	
Title:	
Date:	



In Cooperation With



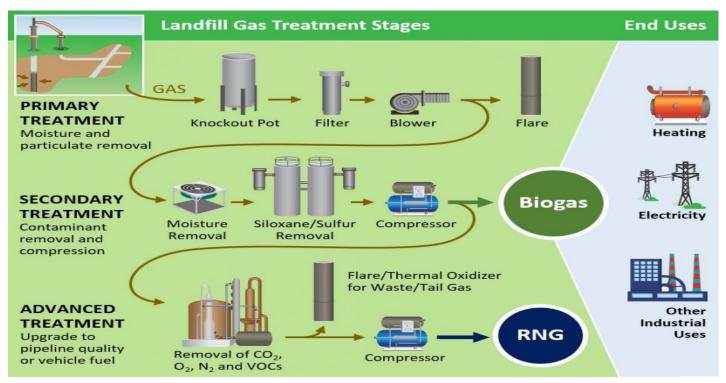
Baldwin County Commission Magnolia Landfill



- AEP Renewable Fuels, LLC is developing a landfill gas ("LFG") project in which we as the Developer will build, own, and operate a gas upgrading system at the Magnolia Landfill for converting the existing LFG, currently being captured and flared, into an energy resource.
- The Project is completing pending development items and targeting a financial closing mid-late Feb 2021

LANDFILL GAS FOR RNG

- LFG is a natural byproduct of the decomposition of organic material deposited in landfills. LFG is composed of roughly 50% methane (the primary component of natural gas), 50% carbon dioxide, and a small amount of non-methane organic compounds.
 - Methane is a potent greenhouse gas that is 28-36 times more potent than CO2 in trapping heat within the atmosphere over a 100-year period, per the latest report from the Intergovernmental Planet on Climate Change.
 - There are many options available for converting LFG into energy including: electricity generation, direct-use of medium-BTU gas, and use of high-BTU RNG as an alternative fuel.
- LFG can be upgraded to RNG, a high-Btu gas, through treatment processes by increasing its methane content and, conversely, reducing CO2, nitrogen, oxygen, and other contaminants. The RNG can then be used in place of fossil fuel based natural gas, as pipeline-quality renewable gas, CNG, or LNG.
 - The RNG can be used locally at the site where the gas is produced or can be injected into natural gas transmission or distribution pipelines for delivery to another location.



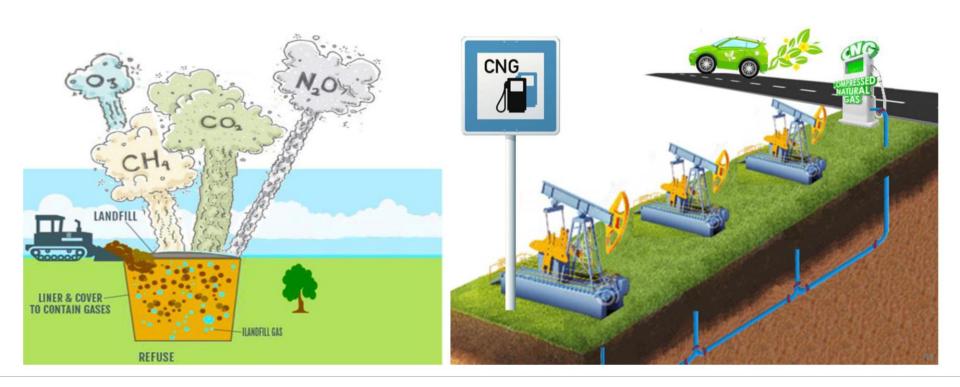


Source: LMOP www.epa.gov/Imop

The reason why EPA loves RNG



Today we have emissions, including Methane, from landfills and we drill for natural gas to fuel CNG/LPG cars & trucks. RNG kills these two birds with one stone.







- AEP will take the raw LFG and convert it into renewable natural gas ("RNG") which can then be sold as a renewable source, along with associated Environmental Attributes ("EAs"), for compressed natural gas ("CNG") in fleets using CNG as an alternative fuel source.
- AEP was awarded the right to contract with Baldwin County for a 15-year period (one 5-year extension) to purchase the LFG currently being generated, as well as all future LFG produced by the Magnolia Landfill as it expands (the "Baldwin Landfill Gas Contract"), from the decomposition of organic waste materials at the Magnolia Landfill.

PROJECT FINANCIALS for Baldwin County

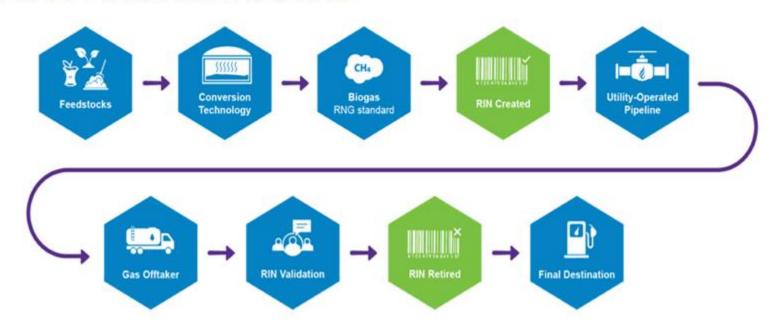
Item	Description	Estimated Quantity	Units
1. Purchasing Price of LFG	Paid by Vendor to BCC		
	Purchase Price of LFG (first year)	\$ 4.00/mmBtu	\$/MMBTU
	Estimated Annual Revenue to BCC (first year)	\$ 699,098.00	
	Estimated Annual Revenue to BCC (15 year)	\$ 11,088,000.00	\$/15yr
2. Annual O&M Cost	Estimated Annual O&M Cost of the Plant	\$ 1,982,613.00	\$/yr







THE PATH TO REVENUE WITH RNG



THE MAGNOLIA LANDFILLPROJECT

- AEP will construct a 14,040 sq. ft. greenfield gas cleanup facility at the Magnolia Landfill and 4 additional LFG vertical wells to the existing LFG Collection System to enhance production.
- Currently, the biomethane generated by the Magnolia Landfill is being centrally gathered and then flared to avoid emission into the atmosphere. This is required by EPA regulations for landfills over a certain size due to the highly potent greenhouse gas designation of biomethane with between 24-32x the warming potential when compared to carbon dioxide.
- The cleaned LFG will achieve a 98% pure methane stream that can be injected into a nearby natural gas pipeline owned and operated by Riviera Utilities that runs 2.92 miles from the Magnolia Landfill at a designated interconnect point (the "Interconnect").



AEP/Riviera Interconnect located at Pointer Drive & County Road 55



THE MAGNOLIA LANDFILLPROJECT

- The Project will divert
 241,677 mmBtu per year
 from flaring at the Magnolia
 Landfill, which is the
 equivalent of removing
 2,865 cars from the road
 each year. Total plant
 emissions will be far below all
 EPA air emission thresholds.
- When factoring items such as the Project's ultra-low emissions and offsets of carbon dioxide from avoiding the use of fossil fuels, this type of project is known as having a neutral carbon footprint.





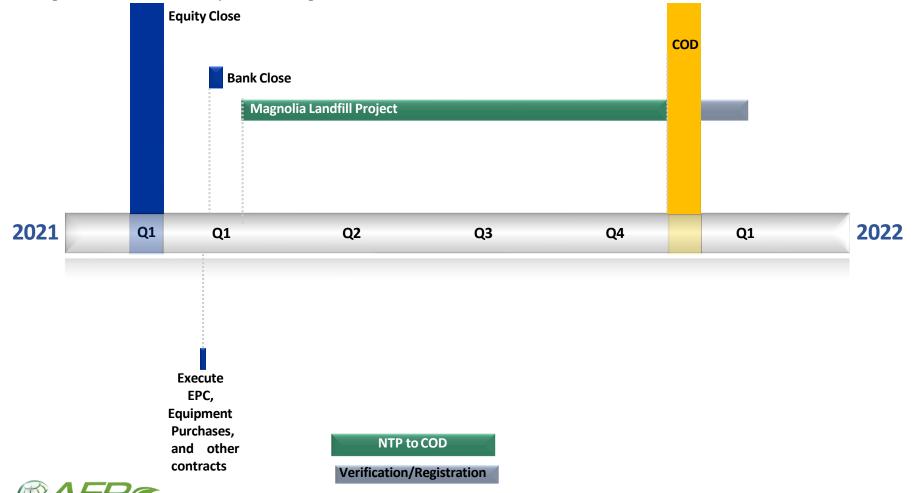
KEY PROJECT ATTRIBUTES

- <u>Proven Biomethane Production</u>: As required by EPA regulations, the Magnolia Landfill has installed underground wells (in 8 of the 11 cells) and a pipe gathering system (in all 11 cells) to capture the LFG being generated through the decomposition of the organic waste material within its landfill. SCS Engineers installed and operates the underground wells and gathering system with the LFG currently being centrally gathered and then flared to avoid emission into the atmosphere.
- **Enhanced LFG Production:** AEP plans to construct 4 additional LFG collection wells to the existing LFG collection system.
- Offtake Counterparty: The Project has executed a purchase and sale agreement with
 - BP for the offtake of RNG and associated RINs (Renewable Identification Numbers) for the Project over a 10 year agreement. The RINs are regulated under the Federal Renewable Fuels Standard, which is a market supported by federal regulators and legislative framework. The RNG will be used as an alternative fuel in CNG transportation fleets nationwide.



PROJECT TIMELINE

• After the Financial Close, the Developer expects to begin delivery and installation of the Equipment at the Project Site within 30 days thereafter. The estimated delivery and installation period of the Equipment is 10-12 months with a projected commercial operation date in Q4 of 2021 ("COD"). The Project will have a 3-month Registration/Verification period to register with the EPA to monetize the EAs.



PROJECT DEVELOPER

- **AEP Renewable Fuels** is a Georgia based renewable energy project developer that develops, owns, and operates waste-to-energy projects. AEP's team has direct experience in other LFG projects in the United States.
- AEP's team has experience in over 50 LFG projects during the course of their careers. Highlighted LFG projects at predecessor firms include:

Pine Grove Landfill

- · Location: Pine Grove, PA
- 6 MW LFG power plant and medium BTU LFG project.

Wicomico Solid Waste Complex

- · Location: Salisbury, MD
- 6 MW LFG power plant.

Mountain View Reclamation

- · Location: Greencastle, PA
- 16 MW LFG power plant.

King & Queen County Landfill

- · Location: Little Plymouth, VA
- 12 MW LFG power plant.

Charles City Landfill

- Location: Charles City, VA
- 16 MW LFG power plant.

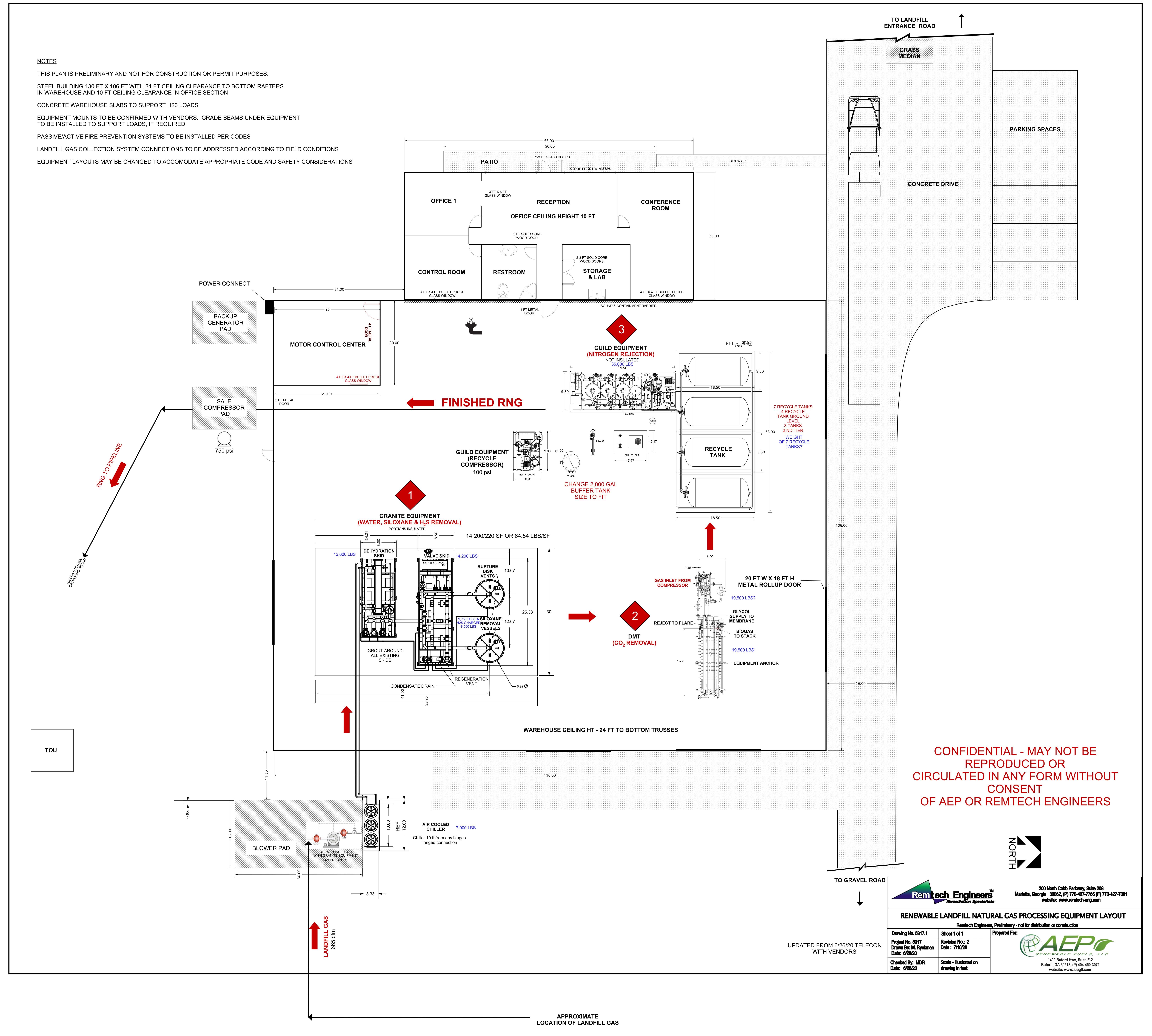


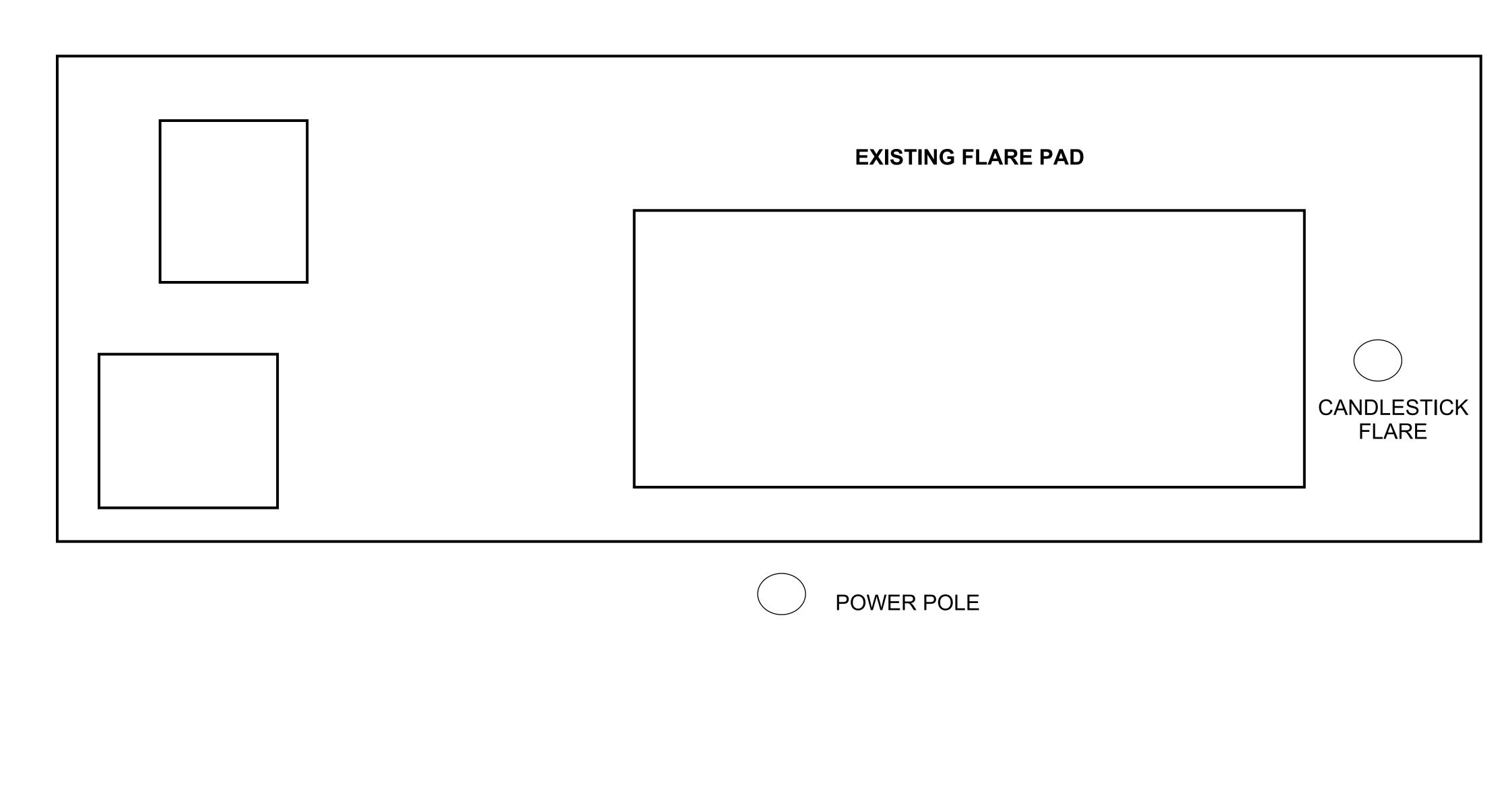
CONTACT INFORMATION

David Hopkins
AEP Renewable Fuels, LLC
SVP Project Development
(404) 447-3346
d3@aepgtl.com

Tony Erwin AEP
Renewable Fuels, LLC
CEO
(770) 540-6229
tonye@aepgtl.com







QUESTIONS: VERIFY SIZE AND WEIGHTS OF ALL SKIDS, DMT SKID DIFFERENT THAN DRAWN? WHERE IS H2S ON GRANITE FUELS DRAWING? ESTIMATED HAZARD ZONE 50 YARDS SHATTERED GLASS, ALOHA BLDG - 413,400 CF; 6 AIR EXCHANGES 2,480,400 CF/HR (41,340 CFM) TO 9,921,600 SF/HR (165,360 CFM) @ 6 BLOWERS - 27,560 CFM; @ 8 BLOWERS - 20,670 CFM; 10 BLOWERS - 16,536 CFM (3K EA) VENTILATION 6 TO AIR EXCHANGES PER HOUR TO 24, VARIABLE SPEED FANS, DAMPERS, NOISE CONROL CH4 ALARM **1,000 PPM** NIOSH TWA, 20% (10,000 PPM) TO 40% (60,000 PPM) LEL SHUTDOWN, LEL 5% - UEL 15% 50,000 TO 150,000 PPM EXPLOSIVE 500,000 PPM ASPHYATION, MOUNT DETECTORS OVER EQUIPMENT AT NEAR CEILING **METHANE LIGHTER THAN AIR** NITROGEN TANK - OXYGEN SENSOR, H2S SENSOR? FLAME & THERMAL DETECTORS? NEED PID FROM VENDORS TO INTERCONNECT ALL UNIT OPERATION WITH INPUTS AND OUTPUTS NOISE FROM COMPRESSORS 80 TO 90 DB 3 FT FROM COMPRESSORS, 55 DB LIMIT AT HOUSES NOISE, TREES, INSULATION, MUFFLERS SOUND PANELS OR ENCLOSURES, 80 TO 90 DB HEAT FROM EQUIPMENT AND MINIMAL OPERATING TEMP PASSIVE CH4 AND THERMAL AND VENTILATION, BLAST WALLS PIPING TRENCHES AND GRATING RNG PIPELINE BURRIAL DISTANCE - 6 to 8 FT? BACKUP GENERATOR OR BATTERY BACKUP FOR SENSORS AND SHUT DOWN TOX OR WASTE GAS CANDLE STICK? FIND OUT AMOUNT OF GAS PROCESSED AND MODEL BLAST DISTANCES PIPING CONNECTIONS ASME CODE FOOTINGS AND EQUIPMENT SUPPORT CLEARENCE FOR FORKLIFTS, VERTICAL AND HORIZONTAL STORAGE OF MEDIA FIELD LAB - COMBINE WITH STORAGE? STORAGE OF SPARE PARTS CONTROLS AND ALARMS ON EQUIPMENT EMERGENCY SHUT DOWNS ON GAS FROM LANDFILL, PLANT SHUT DOWNS, SHUT DOWN OF GAS SUPPLY, VALVES CLOSED, FLAME ARRESTORS ARE ONE DIRECTION FIRE FROM LANDFILL AND FIRE FROM PLANT, TURN OFF POWER SUPPLY TO PREVENT FIRE DEFINE UTILITIES, POWER, WATER, SEWER DEFINE LANDFILL CONNECTIONS TO PLANT AND FLARE SPECS, BLOWER, CANDLESTIC TO SEE IF CAN BE USED FOR PLANT FEEDS DEFINE ALL COMPRESSORS ON EQUIPMENT AND GAS AND LIQUID DISCHARGES AND LOCATIONS AND CHARACTERIZATION SIZE OF GAS PIPELINE **IDENTIFY SUBS** IDENTIVY MECHANICAL AND ELECTRICAL ENGINEERS DRAWINGS FROM STEEL BUILDINGS PROPERTY LINE SURVEY WITH CONTOURS

GROUNDING GRID



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Cian Harrison, Clerk/Treasurer

Submitted by: Cian Harrison, Clerk/Treasurer

ITEM TITLE

Resolution #2021-047 - Annual Tax Levy

STAFF RECOMMENDATION

Adopt Tax Resolution #2021-047 levying the annual millage rates for ad valorem property taxes for Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Section 40-7-42 of the <u>Code of Alabama</u> 1975 requires that all Alabama County Commissions set tax levies for the year at its first regular meeting in February of each year (i.e. millage rates for property taxes are levied at the first regular meeting of Baldwin County Commission in February of each year.)

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney (awaiting approval 01.25.2021) ACH

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: February 2, 2021

Individual(s) responsible for follow up: County Administration

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

Forward copy of adopted resolution to the following:

Revenue Commissioner Teddy J. Faust, Jr.

Probate Judge Harry D'Olive, Jr.

Sheriff Huey Hoss Mack

Baldwin County Board of Education

Gulf Shores City Schools Board of Education

Additional instructions/notes: N/A

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RESOLUTION #2021-047 OF THE BALDWIN COUNTY COMMISSION

ANNUAL TAX LEVY, LEVYING THE ANNUAL MILLAGE RATES FOR AD VALOREM PROPERTY TAXES FOR BALDWIN COUNTY, ALABAMA.

WHEREAS, Section 40-7-42 of the Code of Alabama 1975, provides as follows:

Levy of taxes from book of assessments.

- (a) The county commission, at the first regular meeting in February 2015, shall levy the amount of general taxes required for the expenses of the county, not to exceed one half of one percent of the value of the taxable property as assessed for revenue for the state as shown by the book of assessments after it shall have been corrected, at the same time levying the amount of special taxes required for the county, which levy shall be made upon the same basis of valuation provided above and, when the levy shall be made, shall certify the rate or rates of taxation and the purpose or purposes for which the tax is levied to the tax assessor of the county. The levies established as provided herein shall be assessed and collected in all subsequent tax years unless altered by the county commission in compliance with a change in the tax rate by general law not later than the last day of February prior to the effective date of the change in tax rate.
- (b) Any general or special taxes levied by the county commission prior to April 10, 2014, are hereby ratified and confirmed irrespective of whether the general or special taxes were levied during the first county commission meeting held in February of any year.

(Acts 1935, No. 194, p. 256; Code 1940, T. 51, §71; Act 2014-433, §1.)

NOW THEREFORE, BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED THIS FIRST REGULAR MEETING IN THE MONTH OF FEBRAURY, 2021, AS REQUIRED BY SECTION 40-7-42 OF THE CODE OF ALABAMA 1975, AND OTHER APPLICABLE ALABAMA LAW, AS FOLLOWS:

BE IT RESOLVED, That there is hereby levied by the County Commission of Baldwin County, Alabama, for the year commencing October 1, 2020 and ending September 30, 2021, a **GENERAL TAX** of five (5) mills on each dollars worth of taxable property in Baldwin County, Alabama, and on all other subjects of taxation in said county as assessed for revenue for the State of Alabama, as shown by Assessments for 2020, the proceeds of such general taxes above levied in accordance with Section 215 of the Constitution, and amendment thereto, to be expended in compliance therewith, and such tax when collected to be used for general county purposes in the manner prescribed by law; and

BE IT FURTHER RESOLVED, That to pay any debt or liability now existing against Baldwin County, Alabama, incurred for the erection, construction or maintenance of or repair to any necessary public buildings, bridges or roads, or that may hereafter be created for the erection, construction or maintenance of necessary public buildings, bridges or roads, that there be and

hereby is levied by the County Commission of Baldwin County, Alabama, a **SPECIAL TAX** of two and one-half (2 1/2) mills on each dollars worth of taxable property in Baldwin County, Alabama, or other subjects of taxation as assessed by proper officials for the year commencing October 1, 2020 and ending September 30, 2021, for the purpose of paying any debt or liability incurred for the construction, erection or maintenance of or repair to necessary public buildings, roads or bridges in said county, the proceeds of such special taxes above levied in accordance with Section 215 of the Constitution are to be expended in compliance therewith and with Title 11-14-11 of the Code of Alabama, recompiled in 1975, and amendment thereto; and

BE IT FURTHER RESOLVED, That there is hereby levied by the County Commission of Baldwin County, Alabama, for the year commencing October 1, 2020 and ending September 30, 2021 a **SPECIAL COUNTY TAX** of one-half (1/2) mill on each dollars worth of taxable property in Baldwin County, Alabama, for the purpose of establishing and maintaining a full-time county health officer and county health department and for the prosecution of public health work within the county, the proceeds of such special taxes above levied in accordance with Constitutional Amendment 559 and Title 22-3-10 of the Code of Alabama, recompiled in 1975, to be expended in compliance therewith; and

BE IT FURTHER RESOLVED, That there is hereby levied by the County Commission of Baldwin County, Alabama, a **SPECIAL COUNTY SCHOOL TAX** of three (3) mills on each dollars worth of taxable property or other subjects of taxation as assessed by proper officials for the year commencing October 1, 2020, and ending September 30, 2021, the same being authorized by a vote of the qualified electors of Baldwin County, Alabama, at an election held on the 31st day of March, 2015, for said taxes to be levied and collected annually for a period of thirty (30) years, a majority of those voting at such election having voted therefore, the same being authorized under the Third Amendment of the Constitution of the State of Alabama, Article XIX and other statutes enacted by virtue of said Constitutional Amendment, said taxes to be used for school purposes authorized by said Article XIX and statutes thereunder, to be collected and paid over in the manner prescribed by law; and

BE IT FURTHER RESOLVED, That there is hereby levied by the County Commission of Baldwin County, Alabama, a **SPECIAL COUNTY SCHOOL TAX** of one (1) mill on each dollars worth of taxable property or other subjects of taxation in Baldwin County, Alabama, as the same is assessed for taxes by proper officials for the year commencing October 1, 2020, and ending September 30, 2021, for public school purposes, the same having been authorized at an election held on the 12th day of December, 2017, for said taxes to be levied and collected annually for a period of thirty (30) years, a majority of those voting at such election having voted for said taxes, the same being authorized by Article XIV Section 269.04, as amended by Amendment 202, to the Constitution of the State of Alabama, and the statutes enacted thereunder, the same to be collected and paid over in the manner prescribed by law; and

BE IT FURTHER RESOLVED, That there be and is levied by the County Commission of Baldwin County, Alabama, an **ADDITIONAL COUNTY SCHOOL TAX** of five (5) mills on each dollars worth of taxable property or other subjects of taxation in Baldwin County, Alabama, as the same is assessed for taxes by proper officials for the year commencing October 1, 2020 and ending September 30, 2021, for public school purposes, the same having been authorized by Constitutional Amendment 162 at an election held on the 5th day of December, 1961, a majority of those voting at such election having voted for said taxes, the same being authorized under the provisions of Act 492, 1961 Legislature, and the statutes enacted thereunder, the same to be collected and paid over in the manner prescribed by law; and

BE IT FURTHER RESOLVED, That there be and hereby is levied by the County Commission of Baldwin County, Alabama, a tax of three (3) mills as a **SPECIAL DISTRICT SCHOOL TAX**, on each dollars worth of taxable property or other subjects of taxation within the boundaries of Baldwin County School Tax District No. 2, as the same is assessed by proper officials for taxation for the year beginning October 1, 2020, and ending September 30, 2021, the said tax having been authorized at an election held in the Baldwin County School Tax District No.

2, on March 1, 2016, for said taxes to be levied and collected annually for a period of thirty (30) years, a majority of those voting at such election having voted therefore, the same being authorized under the Third Amendment to the Constitution of the State of Alabama, Article XIX and the statues enacted thereunder and the said tax to be collected and paid over in the manner prescribed by law; said School Tax District No. 2 consists of that portion of Baldwin County which is south of the following described boundary line:

Beginning at a point on the East line of Baldwin County, Alabama, where the line dividing Township 2 North and Township 3 North intersects the same, run thence west on the said township line to the range line dividing Ranges 3 East and 4 East in said county; run thence north on the said range line to the corner of Sections 24 and 25 in Township 3 North, Range 3 East, and Sections 19 and 30 in Township 3 North, Range 4 East; run thence west to the West line of Baldwin County; and

BE IT FURTHER RESOLVED, That there be and hereby is levied by the County Commission of Baldwin County, Alabama, a tax of one (1) mill on each dollars worth of taxable property or other subjects of taxation in Baldwin County, Alabama as assessed by the property officials for the year commencing October 1, 2020 and ending September 30, 2021, to bring Baldwin County School District No. 1 into compliance with Act 2005-215 which requires every school district to levy a minimum of 10 mills in local property taxes to be used for general public school purposes. This levy is more specifically identified as **CONSTITUTIONAL AMENDMENT 778** and is not subject to any fees, charges, commissions, or budgetary funding for assessment and collection. The said tax is to be collected and paid over in the manner prescribed by law; and

BE IT FURTHER RESOLVED, That there is hereby levied by the County Commission of Baldwin County, Alabama, a **FIRE DEPARTMENTS TAX** of one and one-half (1 1/2) mills on each dollars worth of taxable property or other subjects of taxation in Baldwin County, Alabama, as assessed by the proper officials for the year commencing October 1, 2020 and ending September 30, 2021, the same having been authorized at an election held in Baldwin County on the 26th day of June, 1990, a majority of those voting at such election having voted for said taxes, the same being authorized under the provisions of Act No. 90-449, Acts of Alabama 1990, said taxes to be collected and paid over to qualified County volunteer, municipal and volunteer municipal fire departments in the manner prescribed by law; and

BE IT FURTHER RESOLVED, That there be and hereby is levied by the County Commission of Baldwin County, Alabama, a tax of two (2) mills as **SPECIAL DISTRICT HOSPITAL TAX**, for the year commencing October 1, 2020 and ending September 30, 2021, on each dollars worth of taxable property and all other subjects of taxation in election precincts 1 through 7 as they existed on July 27, 1965, as assessed for revenue for the State of Alabama as shown by Assessments for 2020, the said tax having been authorized at an election held in said election precincts 1 through 7, on May 15, 2007 and ratified on June 7, 2007, for said taxes to be levied and collected annually for a period of twenty (20) years, a majority of those voting at such election having voted therefore, the same being authorized under Constitutional Amendment 795 and the statutes enacted thereunder, such tax when collected and paid over shall be used exclusively for public hospital purposes in the manner prescribed by law; said election precincts 1 through 7 as they existed on July 27, 1965, consist of that portion of Baldwin County which is north of the following described boundary line:

with the point of beginning of said line being the Southeast corner of Section 17, Township 4 South, Range 2 East, extend west to the Mobile/Baldwin County line; further, from the point of beginning, extend east to the Southeast corner of Section 14, Township 4 South, Range 4 East, and continue east to the center of Hollinger Creek, and thence follow the meander of Hollinger Creek in a southeasterly direction to the center of Styx River, and thence continue southeasterly following the meander of Styx River to the center of Perdido River, which serves as the dividing line between Baldwin County, Alabama and Escambia County, Florida;

BE IT FURTHER RESOLVED, That there be and hereby is levied by the County Commission of Baldwin County, Alabama, a tax of three (3) mills as a **SPECIAL DISTRICT SCHOOL TAX**, on each dollars worth of taxable property or other subjects of taxation within the boundaries of Baldwin County School Tax District No. 7, as the same is assessed by proper officials for taxation for the year beginning October 1, 2020, and ending September 30, 2021, the said tax having been authorized at an election held in the Baldwin County School Tax District No. 7, on September 17, 2019, for said taxes to be levied and collected annually for a period of ten (10) years, a majority of those voting at such election having voted therefore, the same being authorized under the Third Amendment to the Constitution of the State of Alabama, Article XIX and the statues enacted thereunder and the said tax to be collected and paid over in the manner prescribed by law; said Baldwin County School Tax District No. 7 consists of that portion of Baldwin County which is defined on September 20, 2019 in Article 1(b) of Resolution 2019-115 of the Baldwin County Commission.

BE IT FURTHER RESOLVED, That there be and hereby is levied by the County Commission of Baldwin County, Alabama, a tax of three (3) mills as a **SPECIAL DISTRICT SCHOOL TAX**, on each dollars worth of taxable property or other subjects of taxation within the boundaries of Baldwin County School Tax District No. 9, as the same is assessed by proper officials for taxation for the year beginning October 1, 2020, and ending September 30, 2021, the said tax having been authorized at an election held in School Tax District No. 9, on September 17, 2019, for said taxes to be levied and collected annually for a period of thirty (30) years, a majority of those voting at such election having voted therefore, the same being authorized under the Third Amendment to the Constitution of the State of Alabama, Article XIX and the statues enacted thereunder and the said tax to be collected and paid over in the manner prescribed by law; said Baldwin County School Tax District No. 9 consists of that portion of Baldwin County which is defined on September 20, 2019 in Article 1(b) of Resolution 2019-114 of the Baldwin County Commission.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the <u>2nd</u> day of <u>February</u>, <u>2021</u>.

	Joe Davis, III, Chairman	
ATTEST:		
Wayne Dyess, County Administrator		



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 1)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.103 acres on Lipscomb Road (Tract 1) as a right-of-way donated to Baldwin County by Joseph B. Mullek, Betty G. Mullek, Timothy J. Mullek and Michael J. Mullek on August 17, 2020 (Instrument No. 1851048 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 17, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Lipscomb Road from Joseph B. Mullek, Betty G. Mullek, Timothy J. Mullek and Michael J. Mullek.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within

three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration staff

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

Administration staff have Chairman sign IRS Form. Mail original to Joseph B. Mullek, Betty G. Mullek, Timothy J. Mullek and Michael J. Mullek and send copy to Debra Morris and Tate Chalfant.

Contact:

Joseph B. Mullek, Betty G. Mullek, Timothy J. Mullek and Michael J. Mullek 25360 Baldwin Beach Express Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Go to www.irs.gov/Form8283 for instructions and the latest information.

OMB No. 1545-0074

Attachment Sequence No. 155 Identifying number

Name(s) shown on your income tax return

Joseph B. Mullek, Betty G. Muller, Timothy J. Mullek and Michael J. Mullek

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section only an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

	securit	les and certain	other prop	oer	ty e	eve	n it	the	e de	edi	JCt	on	IS	mo	re	tna	n \$5,0	JUU	. See ins	structio	ons.
Par	t I Informa	tion on Donat	ed Prope	rty	-11	f yc	ou r	nee	d m	nor	e s	pa	ce,	att	ac	h a	state	me	nt.		
donee organization check t				onated property is a vehicle (see instructions), the box. Also enter the vehicle identification timber (unless Form 1098-C is attached). (c) Description and condition (For a vehicle, enter the year mileage. For securities see instruc									r the year urities an	, make, model, and dother property,							
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В					_			_				_	_	П		_					
С				_	+	_		<u>+</u>			_	_	_		_	<u>+</u>					
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E			[Ι			Ι	П			Ι	Γ	П	Ι	Ι	<u> </u>				
Note	: If the amount y	ou claimed as a	deduction f	for	an i	ten	ı is	\$50)0 o	r le	ess,	yo	u d	o n	ot h	nave	to co	mp	lete colur	mns (e)	, (f), and (g).
	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How by c			d) Dor adju							arket tructi	value ons)				l to determine ket value
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В																					
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	Invent which y Section qualifie	ed Property Or ory Reportable you claimed a c n A). Provide a nd appraisal is o	e in Section deduction separate for generally re	of orn	A) - mo n fo uire	-C re t or e	om thar ach	ple n \$8 n ite	te t 5,0(em	his 00 do	s se pe na	ecti r ite ted	on em ur	for or ales	or gross i	ne it oup t is	em (d excepart d	or a ept of a	group o contribu group o	of similations of similations	ar items) for reportable in
Par		tion on Donat		_																	
2	a Art* (cob Qualifiec Equipm	that describes on the construction of \$20 decided Conservation of the construction of lesservation of lesserva	,000 or mor Contribution	re) n		ty c) [<pre></pre>	ec Coll	urit ect	ies ible	s**	rope				i [j [k [Vehicl Clothii Other	ng and	household items
	historical memo ** Collectibles in	rabilia, and other s clude coins, stamp	similar objects os, books, ge	s. ems	, jev	velr	y, sp	orts	s me	emo	orab	ilia,	dol	ls, e	etc.,	but	not ar				er, rare manuscripts
Note	: In certain case	s, you must attac	ch a qualitie	ed a	appı	rais	al o	t th	e pr	rop	ert	y. S	ee	ins	truc	ction	ns.				
3		ion of donated prope ace, attach a separate		i															onated, give		(c) Appraised fair market value
A 0.103 acres for County Road ROW			Very Good																		
В																					
C								_													
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	don	ior			(f) Do adju		's co			rec	ente eive	er am	ain sales nount d attach atemen) (I	h) Amount of as a dedu (see instruc	ction	(i) Date of contribution (see instructions)
A								_					_								

С

Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number Joseph B<u>. Mullek, Betty G. Muller, Timothy J. Mullek and Michael J. Mullek</u> Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ August 17, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

FORM ROW-4 Rev 10/03

BALDWIN COUNTY, ALABAMA Harry d'Olive, Jr. Probate Judge Filed/Cept. 8/18/2020 9:20 AM Total \$ 0.00 11 Pages

STATE OF ALABAMA

COUNTY OF BALDWIN)

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

Project No. 0212019
Lipscomb Road
G, D, B & Pave from US 98 to beginning of pavement
05-55-05-21-0-000-010.000
Tract No. 1



FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Joseph B. Mullek, a married man, an undivided 1/4th interest, Betty G. Mullek, a married woman, an undivided 1/4th interest, Timothy J. Mullek, a married man, an undivided 1/4th interest and Michael J. Mullek, a married man, an undivided 1/4th interest, not conveying part of their homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the West Half of Northwest Quarter of the Southwest Quarter of Section 21, Township 7 South, Range 3 East, identified as Tract Number 1 on Lipscomb Road, Project No. 0212019 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail w/ washer found at the northwest corner of the Northwest Quarter of the Southwest Quarter of Section 21, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence S0°8'01"W along the west line of said Quarter/Quarter a distance of 10.00 feet to a point;

Thence N89°46'18"E leaving the west line of said Quarter/Quarter a distance of 19.98 feet to the grantor's northwest property corner and being Point of Beginning of the property herein to be conveyed;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 FORM ROW-4 Rev 10/03

Page 2 of 5

Thence N89°46'18"E along the grantor's north property line a distance of 35.80 feet to a point

on the acquired R/W line;

Thence S45°0'00"W along the acquired R/W line a distance of 35.36 feet to a point (said point

is offset 33.67 feet left of and perpendicular to project centerline at Station 10+26.07);

Thence S0°8'09"W along the acquired R/W line a distance of 1305.32 feet to the grantor's

south property line;

Thence S89°31'52"W along the grantor's south property line a distance of 10.88 feet to the

grantor's southwest property corner;

Thence N0°8'06"E along the grantor's west property line a distance of 1329.71 feet to the

Point of Beginning of the property herein conveyed and containing 0.340 acres, more or less.

**(0.237 acres of the acquired right-of-way is prescriptive and owned by the grantee

and 0.103 acres is being acquired from the Grantor.)

And as shown on the right of way map of record in the Baldwin County Highway Department, a

copy of which is also deposited in the office of the Judge of Probate as an aid to persons and

entities interested therein and as shown on the Property Sketch attached hereto and made a part

hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and

assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself

(ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to

and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in

fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and

lawful right to sell and convey the same as aforesaid; that the same is free of all

encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on

October 1, last past, and which is to be paid by the grantor; and that I (we) will forever

warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that

the purchase price above-stated is in full compensation to him-her (them) for this

conveyance.

GRANTEE'S ADDRESS:

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal thi
the 17 day of Jugust, 2020.
Joseph B. Mullek
Betty G. Mullek
ACKNOWLEDGMENT
STATE OF ALABAMA)
COUNTY OF BALDWIN)
I, Take Chalfant, a Notary Public, in and for said County in said State, hereby certify that Joseph B. Mullek and Betty G. Mullek, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this day of, 2020.
Given under my hand and official seal this 17 day of August, 2020. The limit of Notary Public
MODAY TATE CHALFANT MODAY My Commission Expires February 6, 2024

Commission Expires:

the	tnis
Timothy J. Mullek Timothy J. Mullek	
ACKNOWLEDGMENT	
STATE OF ALABAMA)	
COUNTY OF BALDWIN)	
I, <u>Tate Chart</u> , a Notary Public, in and for said County in said State, hereby certify that <u>Timothy J. Mullek</u> , whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.	
Given under my hand and official seal this day ofAugust_, 2020.	
7 Mostary Public	

Commission Expires: _

TATE CHALFANT My Commission Expires February 6, 2024

	IN WITNESS	WHEREOF, I (we) have	hereunto	set my	(our)	hand(s)	and	seal	this
the		August	_, 2020.							

Michael J. Mullek
Michael J. Mullek

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, <u>Notary Public</u>, a Notary Public, in and for said County in said State, hereby certify that <u>Michael J. Mullek</u>, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____

day of August, 2020.

NOTARY PUBLIC

NOTARY PUBLIC

TATE CHALFANT My Commission Expires February 6, 2024

Commission Expires:

Lipscomb Road US 98 to Beginning of Pavement Project No. 0212019 Tract No. 1

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

Joseph B. Mullek Joseph B. Mullek Betty G. Mullek
ACKNOWLEDGMENT
STATE OF ALABAMA) COUNTY OF BALDWIN)
I, Tate Chartes, a Notary Public, in and for said County in said State, hereby certify that Joseph B. Mullek and Betty G. Mullek, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this
NOTARY PUBLIC
TATE CHALFANT My Commission Excire

My Commission Expires

Lipscomb Road US 98 to Beginning of Pavement Project No. 0212019 Tract No. 1

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day of August, 2020. Timothy J. Mullek
ACKNOWLEDGMENT
STATE OF ALABAMA)
COUNTY OF BALDWIN)
I, Tate Chart, a Notary Public, in and for said County in said State, hereby certify that Timothy J. Mullek, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand and official seal this
Tate Chaffet
TATE CHALFANT My Commission Expir February 6, 2024

My Commission Expires:

Lipscomb Road US 98 to Beginning of Pavement Project No. 0212019 Tract No. 1

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day of August, 2020.

Michael J. Mullek

Michael J. Mullek

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Michael J. Mullek, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

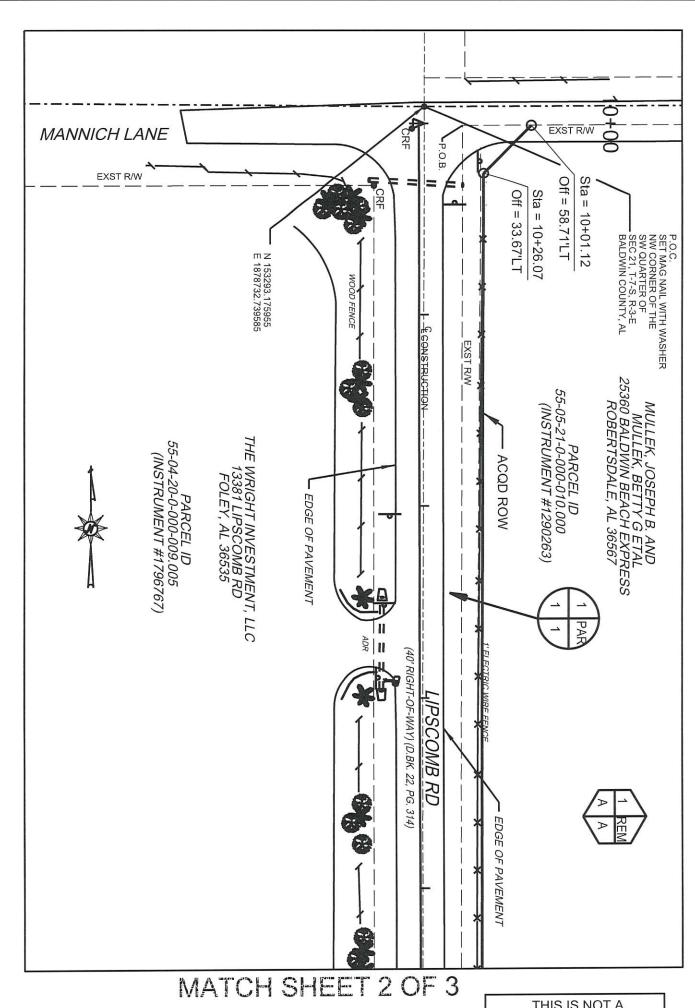
Given under my hand and official seal this_

2020.

NOTARY PUBLIC

My Commission Expires:

TATE CHALFANT My Commission Expires February 6, 2024



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

1
IULLEK, ETAL
140.490
0.340
0.237
N/A
140.151

PROJECT NO. 0212019

COUNTY BALDWIN

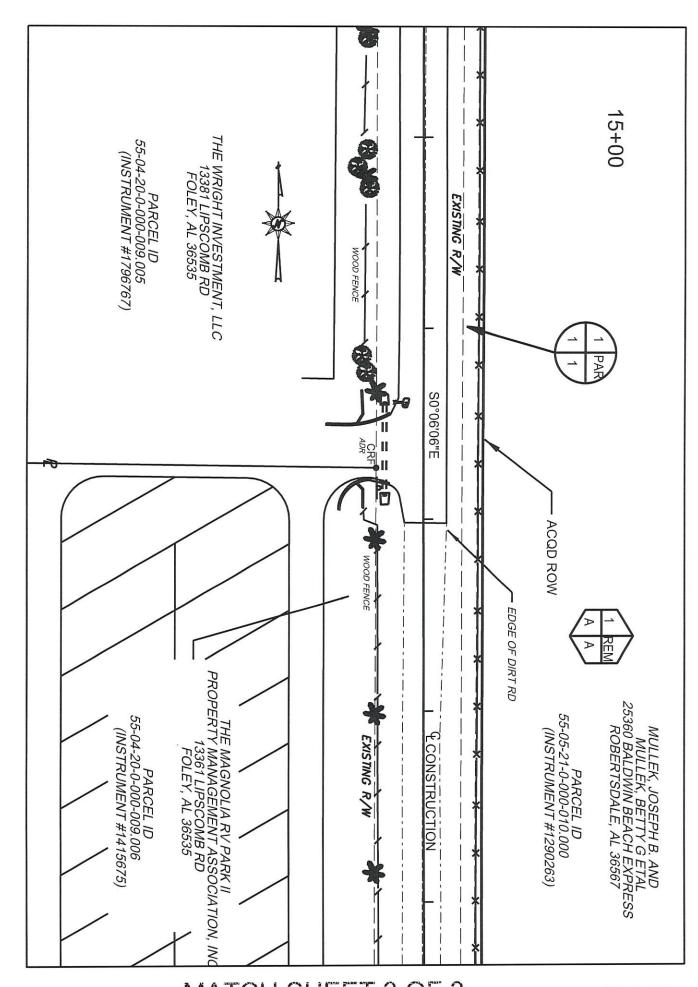
SCALE: 1"=50"

DATE; 07-20-20

REVISED: N/A

SHEET: 1 OF 3

MATCH SHEET 1 OF 3



MATCH SHEET 3 OF 3

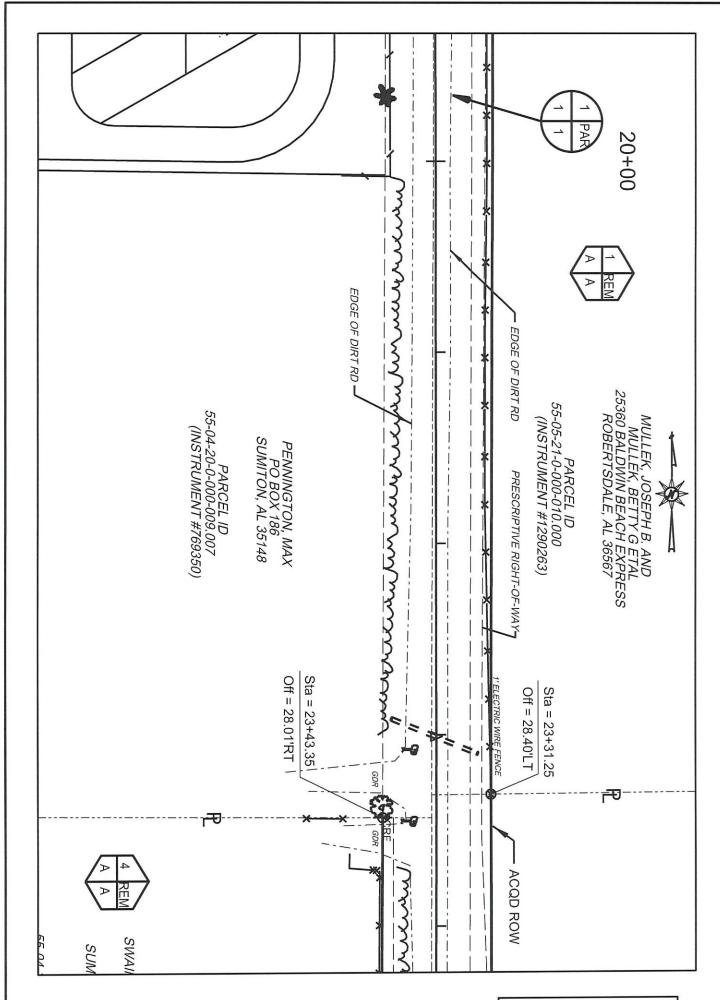
THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO	1
OWNER JOSEPH & BETTY N	MULLEK, ETAL
TOTAL ACREAGE	140.490
R.O.W. REQUIRED	0.340
PRESCRIPTIVE R.O.W.	0.237
T.C.E. REQUIRED	N/A
REMAINDER	140.151
T.C.E. REQUIRED	

PROJECT NO.	0212019	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	07-20-20	
REVISED:	N/A	
SHEET:	2 OF 3	
OHLLI		

MATCH SHEET 1 OF 3

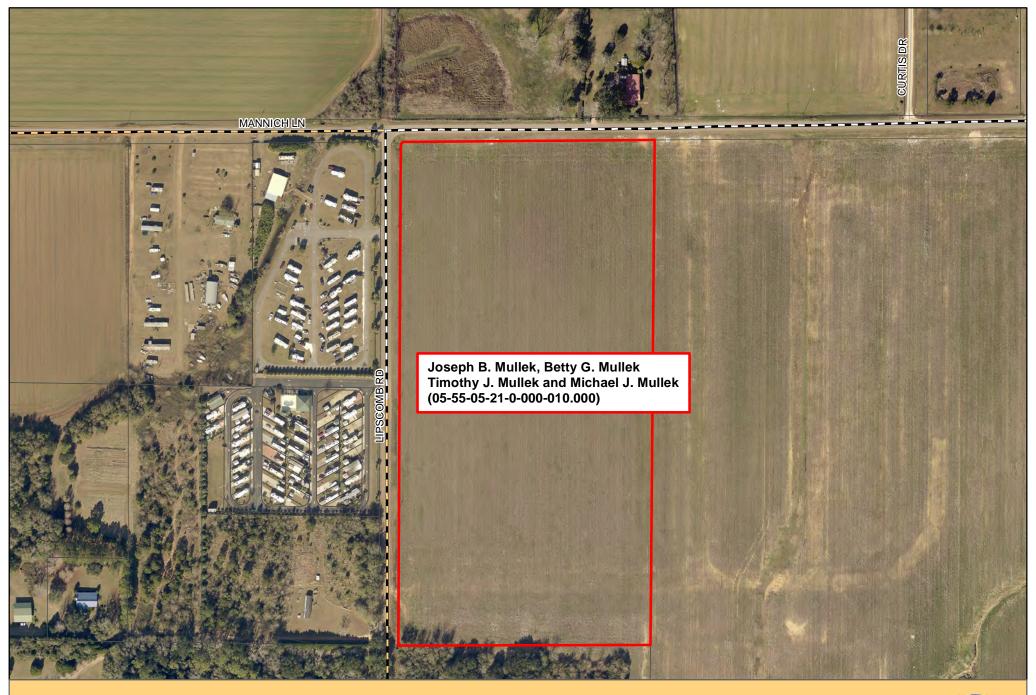


THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. OWNER JOSEPH & BETTY N	1 IULLEK, ETAL
TOTAL ACREAGE	140.490
R.O.W. REQUIRED	0.340
PRESCRIPTIVE R.O.W.	0.237
T.C.E. REQUIRED	N/A
REMAINDER	140.151

PROJECT NO.	0212019	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	07-20-20	
REVISED: _	N/A	
SHEET:	3 OF 3	
OHLLI		









Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 2)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.010 acres on Lipscomb Road (Tract 2) as a right-of-way donated to Baldwin County by Angela Lynn Lipscomb Thompson and Gregory Kyle Thompson on October 22, 2020 (Instrument No. 1866334 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On October 22, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Lipscomb Road from Angela Lynn Lipscomb Thompson and Gregory Kyle Thompson.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within

three (3) years after the date of receipt; and

The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Form. Mail original to Gregory and Angela Thompson and send copy to Debra Morris and Tate Chalfant.

Contact:

Gregory and Angela Thompson 160 Peoria Boulevard Crestview, Florida 32536

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

► Go to www.irs.gov/Form8283 for instructions and the latest information.

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Angela Lynn Lipscomb Thompson and Gregory Kyle Thompson

Identifying number

Sect	securiti	oup of similar es and certain	items) for other pro	wh per	ich ty	yo eve	u cl n if	laim the	ned e de	a c du	led ctic	uct on i	tior s n	n of nor	\$5 e th	,000 nan \$	or I 5,0	ess. Also 00. See in	list pub	olicly traded
Par	t I Informa	tion on Dona	ted Prope	rty	<u>'—l</u>	f yo	ou r	nee	d m	ore	sp	oac	е, а	atta	ach	a sta	ten	nent.		
1					(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).												(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)			
Α																				
В				П	_	Ť	П	Ť	 [[]	<u> </u>	Ť			Ť						
С				Н	_	Ť	П	Ť	<u> </u>		Ť	П		<u> </u>						
D				Н	<u> </u>	<u> </u>	П	<u> </u>	 [<u> </u>	-	П	_	<u> </u>	_					
E				Н	 	 		_	<u> </u>		_	_	_	<u>+</u>	_					
Note	If the amount ye	ou claimed as a	deduction	for	an	iten	n is	\$50	10 o	r les	 SS, <u>'</u>	you	do	no	t ha	ve to	con	nplete colu	ımns (e)	, (f), and (g).
	(d) Date of the contribution	(d) Date of the (e) Date acquired (f) How acquired			d		(g) Donor's cost or adjusted basis					(h) Fair market (see instruction								
Α																				
В																				
С																	4			
_ <u>D</u>																	4			
<u>E</u>	: D. Dt-	I D 0	<u></u>	O /F			. D.	-I- I:	- I	T	1 -	1 (0 -			- \/-	la i a	laa lakali		D
Seci	Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.																			
Par		tion on Dona																		
2		that describes		•	pe	rty (_	_											
	b Qualified C Equipme	ntribution of \$20 d Conservation ent ntribution of less	Contributio	'n)		f g	e] s] c	ecu	ritie ctik	es oles	**		ty		i j k		ing and	household items
	* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects. **Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.																			
Note	In certain cases	s, you must atta	ch a qualifi	ed a	app	rais	al o	f th	e pr	ope	erty	. Se	e ii	nstr	uct	ions.				
3	(a) Description of donated property (if you need more space, attach a separate statement)					(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.													(c) Appraised fair market value	
Α	0.010 acres for County Road ROW					Very Good														
В																				
С													_							
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	dor	nor			(1	f) Do adju	nor's ustec			"	e rece	nter ived	rgain sa amoun and att e staten	t ach	(h) Amount as a dedi (see instru	uction	(i) Date of contribution (see instructions)
Α													T							
В																				

С

Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number Angela Lynn Lipscomb Thompson and Gregory Kyle Thompson Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ October 22, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA) Project No. 0212019
Lipscomb Road

COUNTY OF BALDWIN) G, D, B & Pave from US 98 to beginning of pavement
05-55-05-21-0-000-009.001

FEE SIMPLE WARRANTY DEED

Tract No. 2

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Angela Lynn Lipscomb Thompson and Gregory Kyle Thompson, wife & husband, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter of the Southwest Quarter of Section 21, Township 7 South, Range 3 East, identified as Tract Number 2 on Lipscomb Road, Project No. 0212019 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail w/ washer found at the northwest corner of the Southwest Quarter of Section 21, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence S0°8'01"W along the west line of said Quarter a distance of 1340.45 feet to a point;

Thence N89°31'52"E leaving the west line of said Quarter a distance of 19.93 feet to the grantor's northwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N89°31'52"E along the grantor's north property line a distance of 10.88 feet to a point on the acquired R/W line;

Thence S0°6'46"E along the acquired R/W line a distance of 338.05 feet to the grantor's south property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 10/27/2020 8:26 AM Total \$ 0.00 5 Pages



FORM ROW-4
Rev 10:03
Page 2 of 3

Thence S89°58'41"W along the grantor's south property line a distance of 12.34 feet to the

grantor's southwest property corner;

Thence N0°8'06"E along the grantor's west property line a distance of 337.96 feet to the Point

of Beginning of the property herein conveyed and containing 0.090 acres, more or less.

**(0.080 acres of the acquired right-of-way is prescriptive and owned by the grantee

and 0.010 acres is being acquired from the Grantor.)

And as shown on the right of way map of record in the Baldwin County Highway Department, a

copy of which is also deposited in the office of the Judge of Probate as an aid to persons and

entities interested therein and as shown on the Property Sketch attached hereto and made a part

hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and

assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself

(ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to

and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in

fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and

lawful right to sell and convey the same as aforesaid; that the same is free of all

encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on

October 1, last past, and which is to be paid by the grantor; and that I (we) will forever

warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that

the purchase price above-stated is in full compensation to him-her (them) for this

conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this

the 22 day of October, 2020.

Inorgh Lynn Lipscomb Thompson

Angela Lynn Lipscomb Thompson

Gregory Kyle Thompson

ACKNOWLEDGMENT

STATE OF Florida	
COUNTY OF OK alwosa	

I, Leslie Bartle, a Notary Public, in and for said County in said State, hereby certify that Angela Lynn Lipscomb Thompson and Gregory Kyle Thompson, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22 d day of 2 chber, 2020.

Notary Public State of Florida Leslie Barthe My Commission GG 191812 Expires 04/06/2022

Commission Expires: 400. 1 4th 2022

Lipscomb Road US 98 to Beginning of Pavement Project No. 0212019 Tract No. 2

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

22 day of October, 2020.

With Angela Lynn Lipscomb Thompson

Angela Lynn Lipscomb Thompson

Gregory Kyle Thompson

ACKNOWLEDGMENT

COUNTY OF DKulousa

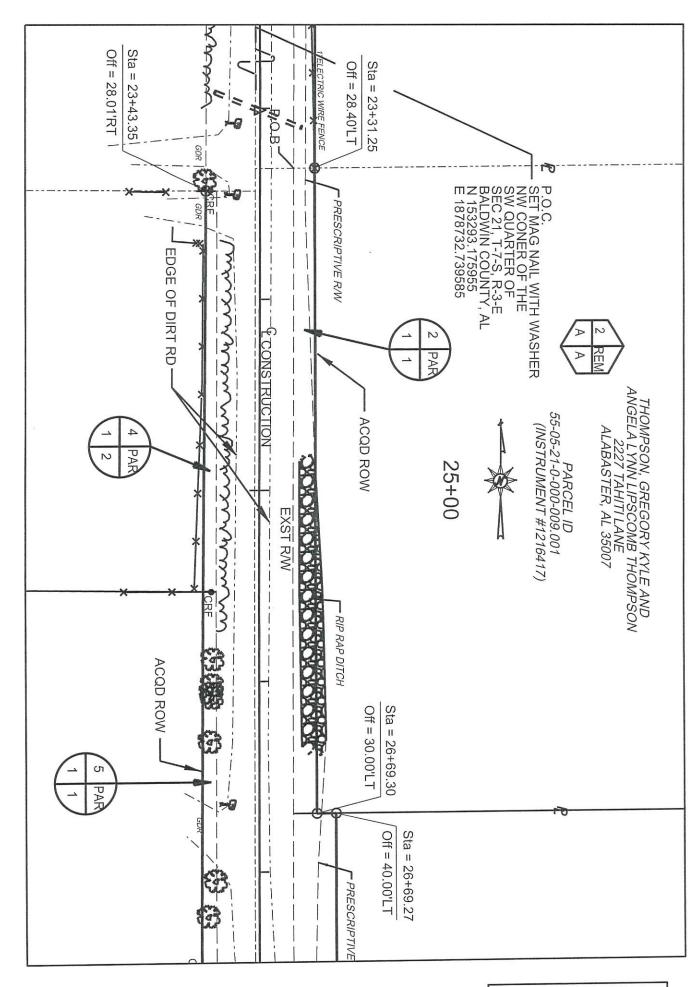
I, Leslie Bark, a Notary Public, in and for said County in said State, hereby certify that Angela Lynn Lipscomb Thompson and Gregory Kyle Thompson, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of October 2020.

Notary Public State of Florida Leslie Barthe My Commission GG 191812 Expires 04/06/2022

In bath NOTARY PUBLIC

My Commission Expires: April Lt 2022



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO	2	
OWNER GREGORY & ANGE	LA THOMPSON	
TOTAL ACREAGE	5.017	
R.O.W. REQUIRED	0.090	
PRESCRIPTIVE R.O.W.	0.080	
	N/A	
T.C.E. REQUIRED	4.928	
REMAINDER	4.020	

PROJECT NO. 0212019

COUNTY BALDWIN

SCALE: 1"=50'

DATE; 07-20-20

REVISED: N/A

SHEET: 1 OF 1









Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 3)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.251 acres on Lipscomb Road (Tract 3) as a right-of-way donated to Baldwin County by Geoffrey Scott Lipscomb and Teresa Ann Williams Lipscomb on August 21, 2020 (Instrument No. 1852714 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 21, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Lipscomb Road from Geoffrey Scott Lipscomb and Teresa Ann Williams Lipscomb.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Form. Mail original to Geoffrey and Teresa Lipscomb and send copy to Debra Morris and Tate Chalfant.

Contact:

Geoffrey and Teresa Lipscomb 14101 Oak Street Magnolia Springs, Alabama 36555

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Go to www.irs.gov/Form8283 for instructions and the latest information.

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Geoffrey Scott Lipscomb and Teresa Ann Williams Lipscomb

Identifying number

Sect	Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section only an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.																				
Par	_	tion on Dona																			
1		ne and address of th nee organization	e		heck	onated property is a vehicle (see instructions), the box. Also enter the vehicle identification umber (unless Form 1098-C is attached). (c) Description and condition (For a vehicle, enter the year mileage. For securities as see instructions)											ar, make, mod nd other prop	del, and			
Α				П	Ι	П	Ι	П				Ι	Ш	I	Ι						
В				П	Ι	П	Ι	Ш] T		Ι	Ш	Ι							
С				П	Ι	П	Ι		1	<u> </u> 			Ш		Ι						
D				П	Ι	П		Ш		<u> </u>		L	П	Ι							
E				П	Ι	П	Ι					L	П	Ι							
Note	: If the amount y	ou claimed as a	deduction	for	an	item	is \$	\$500	or	les	s, yo	u d	o n	ot l	have	to co	mple	ete col	umns (e), (f), and (g).
	(d) Date of the contribution (e) Date acquired by donor (mo., yr.) (f) How acquired by donor				d		(g) [or ac	Dono djust						arket tructi	value ons)				d to determir arket value	ne	
Α																					
В												1									
							+					-									
D E							+					+									
	which y Sectior qualifie	ory Reportable you claimed a of A). Provide a d appraisal is	e in Section deduction separate generally in	on of forr eq	A) - mo n fo uire	-Co re th or ea	mp nan ach	olete 1 \$5, iter	e th ,000 m d	is s 0 p lon	ecti er it ated	on em I ur	for or ales	or gr	ne it oup t is	em (c (exce part c	or a g ept of of a g	group contrib group	of simi outions of sim	lar items) reportab	for le in
Par		tion on Dona						41													
2	 Check the box that describes the type of proper a Art* (contribution of \$20,000 or more) b Qualified Conservation Contribution c Equipment 					ty di			Se	cur	Rea ities tible	s**			,		j	Vehic Cloth Othe	ning and	d househo	ld items
Note	 d ☐ Art* (contribution of less than \$20,000) h ☐ Intellectual Property * Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects. ** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above. Note: In certain cases, you must attach a qualified appraisal of the property. See instructions. 																				
3						(b)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.										aised fair t value				
Α	0.251 acres for C	ounty Road ROV	V			Ver	Very Good														
В		-																			
С																					
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	dor	nor						cost c casis	or	rec	ente eive	er am ed an	ain sales ount d attach atemen	, (h	as a ded	t claimed duction ructions)	(i) Da contril (see insti	
Δ																					

В

Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number Geoffrey Scott Lipscomb and Teresa Ann Williams Lipscomb Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ August 21, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0212019
Lipscomb Road
G, D, B & Pave from US 98 to beginning of pavement
05-55-05-21-0-000-009.000
Tract No. 3

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Geoffrey Scott Lipscomb and Teresa Ann Williams Lipscomb, husband & wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter of the Southwest Quarter of Section 21, Township 7 South, Range 3 East, identified as Tract Number 3 on Lipscomb Road, Project No. 0212019 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a capped rod found at the southwest corner of the Southwest Quarter of the Southwest Quarter of Section 21, Township 7 South, Range 3 East, in Baldwin County, Alabama:

Thence N0°8'01"E along the west line of said Quarter/Quarter a distance of 19.98 feet to a point;

Thence S90°0'00"E leaving the west line of said Quarter/Quarter a distance of 19.96 feet to the grantor's southwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N0°86'06"E along the grantor's west property line a distance of 971.23 feet to the grantor's northwest property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 8/25/2020 9:10 AM TOTAL \$ 0.00



Thence N89°58'40"E along the grantor's north property line a distance of 22.34 feet to a point on the acquired R/W line;

Thence S0°9'29"W along the acquired R/W line a distance of 255.73 feet to a point (said point is offset 40.00 feet left of and perpendicular to project centerline at Station 29+25.00);

Thence N89°50'31"W along the acquired R/W line a distance of 10.00 feet to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 29+25.00);

Thence S0°9'29"W along the acquired R/W line a distance of 715.55 feet to the grantor's south property line;

Thence N89°55′56″W along the grantor's south property line a distance of 11.95 feet to the Point of Beginning of the property herein conveyed and containing 0.330 acres, more or less. **(0.079 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.251 acres is being acquired from the Grantor.)

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this
the 2 day of August, 2020.
Geoffrey Scott Lipscomb
Jeresa Ann Williams Lipscomb
ACKNOWLEDGMENT
STATE OF ALABAMA) COUNTY OF BALDWIN)
I, Table Character, a Notary Public, in and for said County in said State, hereby certify that Geoffrey Scott Lipscomb and Teresa Ann Williams Lipscomb, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the
day the same bears date. Given under my hand and official seal this
7all Mulfrut NOTARY PUBLIC
TATE CHALFANT NOTARY My Commission Expires February 6, 2024

Commission Expires:

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Lipscomb Road US 98 to Beginning of Pavement Project No. 0212019 Tract No. 3

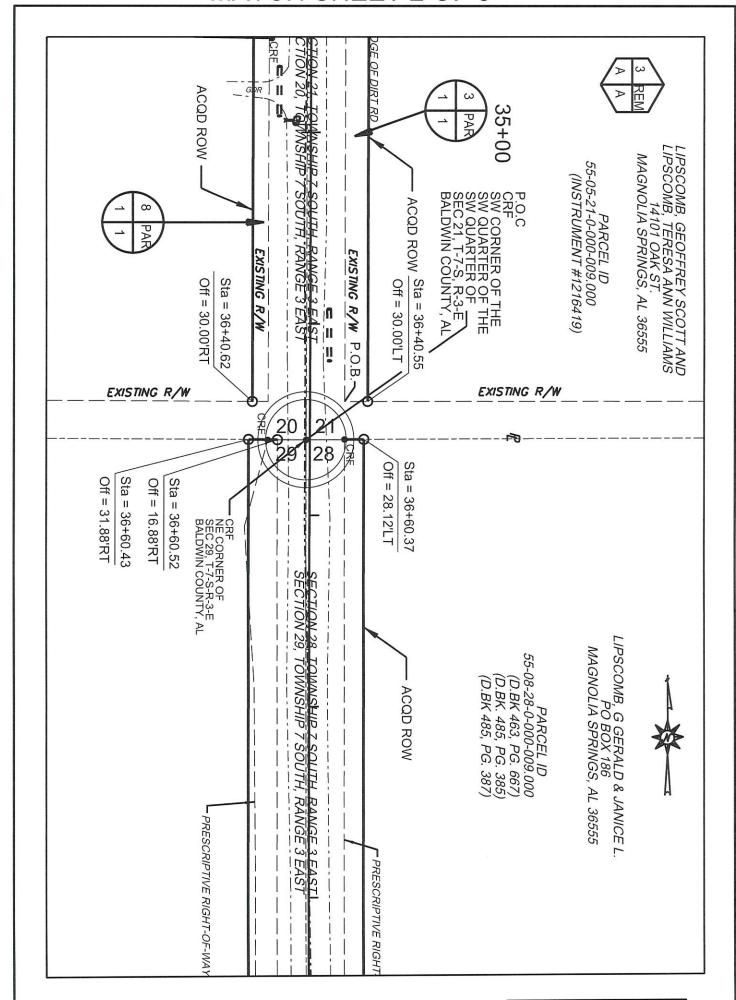
I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

	EREOF, we have i	nereunto set our nands and seals on this the
21 day of August	, 2020.	Geoffrey Scott Lipscomb
		Ollesa ann Lipscomb Teresa Ann Lipscomb
	ACKNOW	LEDGMENT
STATE OF)	
COUNTY OF)	
foregoing conveyance and whethe contents of this conveyance	ipscomb and Teresa no are known to me, a se, they executed the sa	tary Public, in and for said County in said State, hereb Ann Williams Lipscomb, whose names are, signed to the cknowledged before me on this day that, being informed of ame voluntarily on the day the same bears date. 21 day of August 2020. 721 MOTARY PUBLIC

My Commission Expires: ___

MATCH SHEET 2 OF 3



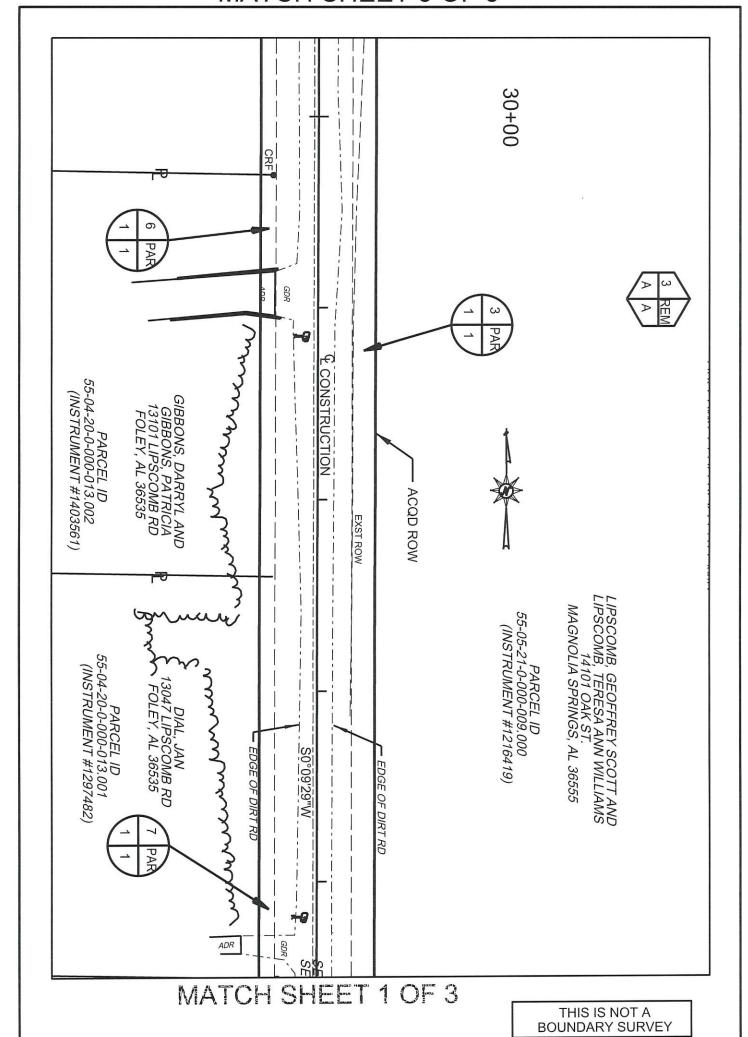
THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	3
OWNER GEOFFREY & TERE	SA LIPSCOMB
TOTAL ACREAGE	14.478
R.O.W. REQUIRED	0.330
PRESCRIPTIVE R.O.W.	0.079
T.C.E. REQUIRED	N/A
REMAINDER	14.148

PROJECT NO.	0212019	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	07-20-20	
REVISED:	N/A	
SHEET:	1 OF 3	

MATCH SHEET 3 OF 3



COUNTY OF BALDWIN

TRACT NO. 3

OWNER GEOFFREY & TERESA LIPSCOMB

TOTAL ACREAGE 14.478

R.O.W. REQUIRED 0.330

PRESCRIPTIVE R.O.W. 0.079

T.C.E. REQUIRED N/A

REMAINDER 14.148

PROJECT NO. 0212019

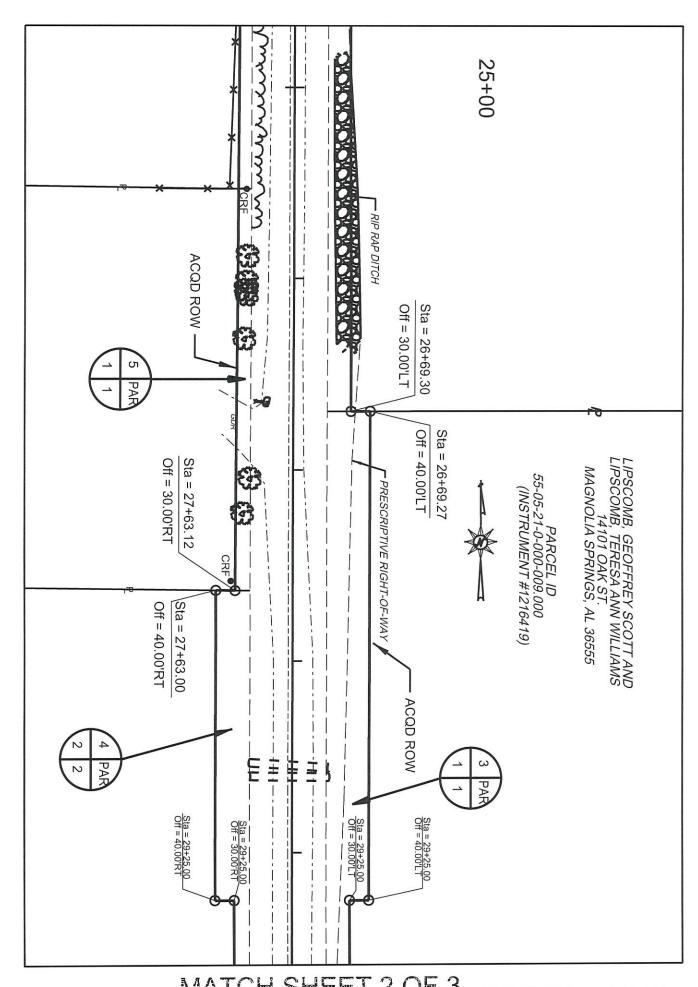
COUNTY BALDWIN

SCALE: 1"=50'

DATE; 07-20-20

REVISED: N/A

SHEET: 2 OF 3



MATCH SHEET 2 OF 3

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	3
OWNER GEOFFREY & TERE	SA LIPSCOMB
TOTAL ACREAGE	14.478
R.O.W. REQUIRED	0.330
PRESCRIPTIVE R.O.W.	0.079
T.C.E. REQUIRED	N/A
REMAINDER	14.148

0212019	
BALDWIN	and the state of t
1"=50'	
07-20-20	
N/A	
3 OF 3	
	BALDWIN 1"=50' 07-20-20 N/A











Baldwin County Commission

Agenda Action Form

File #: 21-0418, Version: 1 Item #: BN4

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 4)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.115 acres on Lipscomb Road (Tract 4) as a right-of-way donated to Baldwin County by Lanford L. Swaine and Ruth R. Swaine on August 14, 2020 (Instrument No. 1850979 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 14, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Lipscomb Road from Lanford L. Swaine and Ruth R. Swaine.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Form. Mail original to Lanford and Ruth Swaine and send copy to Debra Morris and Tate Chalfant.

Contact:

Lanford and Ruth Swaine P.O. Box 22 Summerdale, Alabama 36580

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Go to www.irs.gov/Form8283 for instructions and the latest information.

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Lanford L. Swaine and Ruth R. Swaine

Identifying number

Sect		ed Property of oup of similar es and certain	items) for	whi	ch y	you	cla	aim	ed	a d	ed	uct	tior	n of	f \$:	5,0	00 or l	ess.	Also	list pu	ıbli	cly traded
Par		tion on Dona																				
1	(a) Nam	ne and address of th nee organization		(b)	If do	donated property is a vehicle (see instructions), k the box. Also enter the vehicle identification number (unless Form 1098-C is attached). (c) Description and condition of donat (For a vehicle, enter the year, make, r mileage. For securities and other p see instructions.)													nake, model, and other property,			
Α				П	T		T	Τ	 		Τ		П	Т	Т							
В				П	Τ		Т	Τ] 		Τ		П	Т	Т							
С				П	Τ		Τ	Τ	 		Τ			Τ	Τ							
D					Τ		Τ	Ι	 		Τ			Τ	Τ							
E				П	Ι		Ι	Ι			L			Ι	Ι							
Note:	: If the amount ye	ou claimed as a	deduction	for a	an it	em	is \$	\$50	0 or	les	s, ₎	/ou	do	no	t h	ave	to cor	nple [.]	te colu	ımns (e	e), (f), and (g).
	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How	/ acqi dono					Don adjus							arket ructi	value ons)			thod use ne fair ma		determine t value
Α																						
В																						
C D							+															
E							+															
	which y Section qualifie	ory Reportable ou claimed a A). Provide a d appraisal is	e in Section deduction separate t generally r	on / of r form requ	A) – mor n fo	·Co e th r ea	mp nan ach	olet \$5 ite	e th 5,00 m	nis)0 p don	sec er ate	ctic ite ed	n f m (unl	or or (on gro	e it oup : is	em (or (exce part o	rag ptc fag	roup ontrib	of sim utions of sim	ilar s re	items) for portable in
Par		tion on Dona																				
2		that describes			pert	у а			7 O	thai	, D.	امد	Eo+	oto			:		Vehic	doo		
	 a Art* (contribution of \$20,000 or more) b Qualified Conservation Contribution c Equipment d Art* (contribution of less than \$20,000) 						e f g h] Se	ecu olle	ritie ctib	es oles	* *				j			ing and	d h	ousehold items
	 d Art* (contribution of less than \$20,000) h Intellectual Property * Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts historical memorabilia, and other similar objects. ** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above. 									rare manuscripts												
Note:	In certain cases	s, you must atta	ch a qualifi	ed a	ppr	aisa	ıl of	the	e pr	ope	rty.	. Se	ee i	nstı	ruc	tior	ıs.					
3		on of donated prope ce, attach a separat		d																ve a brief of the gift		(c) Appraised fair market value
	0.115 acres for C	ounty Road ROV	V			Very Good																
В																					\perp	
С													1	a) L	or L	0.00	in color				+	
	(d) Date acquired by donor (mo., yr.)	(e) Ho	ow acquired by	/ done	or) Dor adju					e rece	nte ived	r am d and	iin sales, ount d attach atement	(a)	Amount is a ded ee instru			(i) Date of contribution (see instructions)
A													+								+	
В		1						1					- 1					1			- 1	

Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number Lanford L. Swaine and Ruth R. Swaine Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ August 14, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0212019
Lipscomb Road ()
G, D, B & Pave from US 98 to beginning of pavement 05-55-04-20-0-000-013.003
Tract No. 4

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Lanford L. Swaine and Ruth R. Swaine, husband & wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southeast Quarter of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, identified as Tract Number 4 on Lipscomb Road, Project No. 0212019 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 2:

Commencing at a set mag nail w/ washer found at the northeast corner of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence S0°8'01"W along the east line of said Quarter a distance of 1352.29 feet to a point;

Thence N89°39'22"W leaving the east line of said Quarter a distance of 19.96 feet to the grantor's northeast property corner and being Point of Beginning of the property herein to be conveyed;

Thence S0°7'55"W along the grantor's east property line a distance of 209.74 feet to the grantor's property corner:

Thence N89°10'00"W along the grantor's property line a distance of 6.70 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 8/18/2020 8:18 AM TOTAL S 0.00



Thence N0°25'48"E along the acquired R/W line a distance of 209.68 feet to the grantor's north property line;

Thence S89°39'22"E along the grantor's north property line a distance of 5.61 feet to the Point of Beginning of the property herein conveyed and containing 0.030 acres, more or less.

Parcel 2 of 2:

Commencing at a set mag nail w/ washer found at the northeast corner of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence S0°8'01"W along the east line of said Quarter a distance of 1772.02 feet to a point;

Thence S90°0'00"W leaving the east line of said Quarter a distance of 19.94 feet to the grantor's property corner and being Point of Beginning of the property herein to be conveyed;

Thence S0°7'55"W along the grantor's east property line a distance of 267.38 feet to the grantor's southeast property corner:

Thence N89°55'17"W along the grantor's south property line a distance of 7.92 feet to a point on the acquired R/W line;

Thence N0°9'29"E along the acquired R/W line a distance of 105.46 feet to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 29+25.00);

Thence N89°50'31"W along the acquired R/W line a distance of 10.00 feet to a point (said point is offset 40.00 feet right of and perpendicular to project centerline at Station 29+25.00);

Thence N0°9'29"E along the acquired R/W line a distance of 162.00 feet to the grantor's property line;

Thence S89°9'35"E along the grantor's property line a distance of 17.80 feet to the Point of Beginning of the property herein conveyed and containing 0.085 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

GRANTEE'S ADDRESS:

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

Lanford L. Swaine

Lauford & Swain

Ruth R. Swaine

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN

I, a Notary Public, in and for said County in said State, hereby certify that Lanford L. Swaine and Ruth R. Swaine, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4 day of August, 2020.

NOTARY PUBLIC

NOTARY PUBLIC TATE CHALFANT My Commission Expires February 6, 2024

Commission Expires:

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Lipscomb Road US 98 to Beginning of Pavement Project No. 0212019 Tract No. 4

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

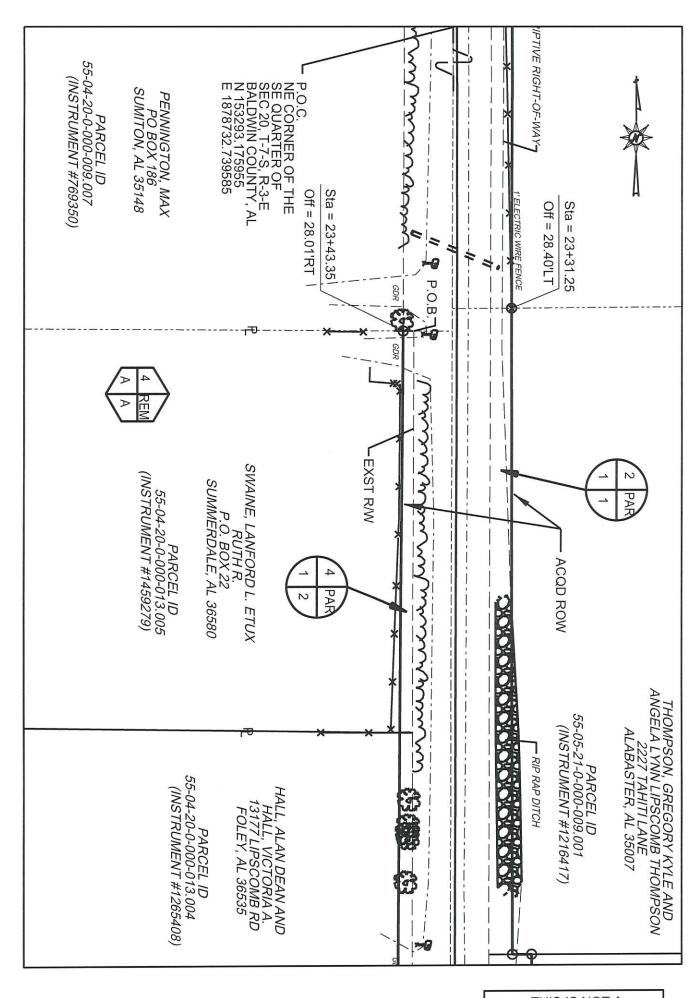
IN WITN	ESS WHERE	OF, we have he	reunto set our hands and seals on this the
day of	AUG	, 2020.	
,	4		Lanford L. Swaine
			Ruth R. Swaine

ACKNOWLEDGMENT

STATE OF ALABAMA)	
COUNTY OF BALDWIN)	
I, Tate Chaffer, a Notary Public, in and for said County in said certify that Lanford L. Swaine and Ruth R. Swaine, whose names are, signed to the foregoing who are known to me, acknowledged before me on this day that, being informed of the conveyance, they executed the same voluntarily on the day the same bears date.	conveyance and
Given under my hand and official seal this 14 day of August	2020.



My Commission Expires:



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO	4
OWNER LANFORD & RUTH	SWAINE
TOTAL ACREAGE	16.849
R.O.W. REQUIRED	0.115
PRESCRIPTIVE R.O.W.	N/A
T.C.E. REQUIRED	N/A
REMAINDER	116.734

 PROJECT NO.
 0212019

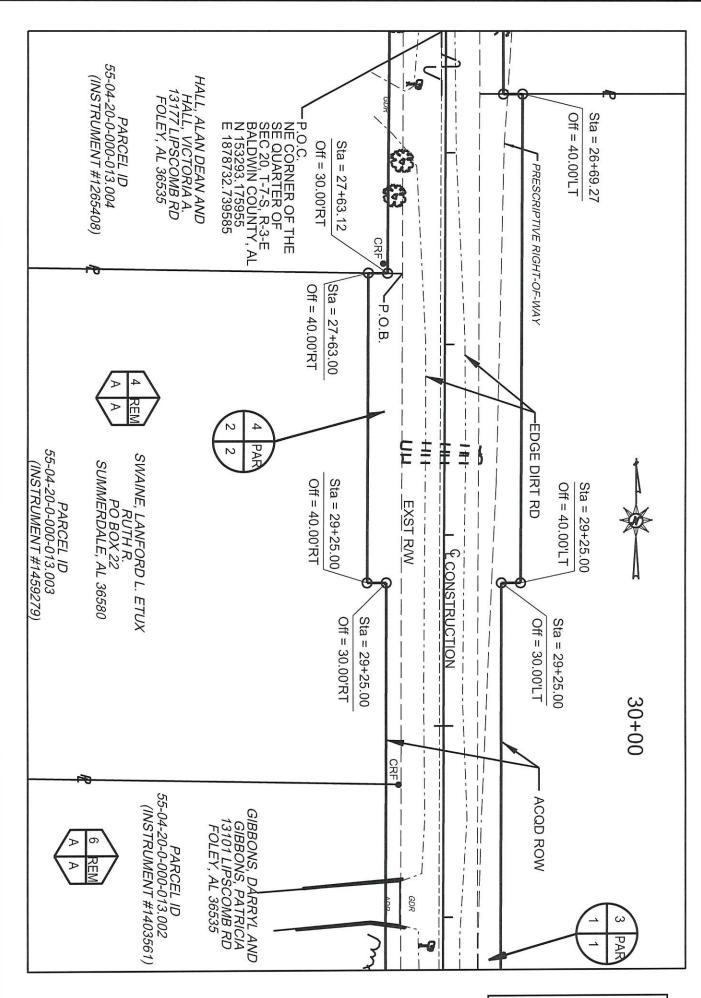
 COUNTY
 BALDWIN

 SCALE:
 1"=50'

 DATE;
 07-07-2020

 REVISED:
 N/A

 SHEET:
 1 OF 2



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

4
SWAINE
16.849
0.115
N/A
N/A
116.734

PROJECT NO. 0212019

COUNTY BALDWIN

SCALE: 1"=50'

DATE; 07-07-2020

REVISED: N/A

SHEET: 2 OF 2











Baldwin County Commission

Agenda Action Form

File #: 21-0419, Version: 1 Item #: BN5

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 5)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.035 acres on Lipscomb Road (Tract 5) as a right-of-way donated to Baldwin County by Alan Dean Hall and Victoria A. Hall on November 23, 2020 (Instrument No. 1873128 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On November 23, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Lipscomb Road from Alan Dean Hall and Victoria A. Hall.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Form. Mail original to Alan and Victoria Hall and send copy to Debra Morris and Tate Chalfant.

Contact:

Alan and Victoria Hall 13177 Lipscomb Road Foley, Alabama 36535

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Go to www.irs.gov/Form8283 for instructions and the latest information.

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Alan Dean Hall and Victoria A. Hall

Identifying number

Sect		ed Property of oup of similar es and certain	items) for	wh	ich	yo	u c	lair	nec	ďa	de	edι	ıct	ior	n o	f \$	5,0	00 or	les	s. Also	list pu	blicly	ın item traded		
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1	(a) Name and address of the donee organization (b) If do check					onated property is a vehicle (see instructions), the box. Also enter the vehicle identification umber (unless Form 1098-C is attached).											ns),	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)							
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	(d) Date of the contribution (e) Date acquired by donor (mo., yr.) (f) How acquired by donor					d	(g) Donor's cost or adjusted basis (see instructions) (i)									i) Method used to determine the fair market value									
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	ion B. Donate	ed Property O	ver \$5.00	O (F	EXC	en	t P	ubl	ich	, T	ra	de	d S	Sec	CIII	riti	es	Vehi	cles	s Intell	ectua	l Pror	perty or		
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	* Art includes pa	uintings, sculptures rabilia, and other s	s, watercolo	rs, p	•	s, d										•		ve arts,	tex	tiles, carp	ets, silv	er, rare	e manuscripts		
		clude coins, stam	_																as	defined al	bove.				
Note	: In certain cases	s, you must atta	ch a qualifi	ed a	app	rais	salo	of tr	ne p	orop	oer	ty.	Se	e I	nst	ruc	ctioi	ns.							
3		on of donated prope ce, attach a separat		d		(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift. (c) Appraised for market value																			
Α	A 0.035 acres for County Road ROW					Very Good																			
В						L																			
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	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	/ dor	nor				(f) De			cost			rece	ente eive	er an d an	ain sales nount d attach tatemen	1)	as a dedu (see instru	uction	C	(i) Date of ontribution instructions)		
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Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number Alan Dean Hall and Victoria A. Hall Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ November 23, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA

COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 11/24/2020 3:04 PM TOTAL \$ 0.00 5 Pages

Project No. 0212019
Lipscomb Road
G, D, B & Pave from US 98 to beginning of pavement
05-55-04-20-0-000-013.004
Tract No. 5

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Alan Dean Hall and Victoria A. Hall, husband & wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southeast Quarter of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, identified as Tract Number 5 on Lipscomb Road, Project No. 0212019 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a capped rod found at the southeast corner of the Southeast Quarter of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°8'01"E along the east line of said Quarter/Quarter a distance of 897.45 feet to a point;

Thence S90°0'00"W leaving the east line of said Quarter/Quarter a distance of 19.94 feet to the grantor's southeast property corner and being Point of Beginning of the property herein to be conveyed;

Thence N89°9'35"W along the grantor's south property line a distance of 7.81 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 FORM ROW-4 Rev 10/03 Page 2 of 3

Thence N0°25'48"E along the acquired R/W line a distance of 210.09 feet to the grantor's north property line;

Thence S89°10'00"E along the grantor's north property line a distance of 6.70 feet to a point on the grantor's northeast property corner;

Thence S0°7'55"W along the grantor's east property ling a distance of 210.10 feet to the Point of Beginning of the property herein conveyed and containing 0.035 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 23 day of <u>Vovember</u>, 2020.

Alan Dean Hall

Victoria A. Hall

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, <u>Tate Chart</u>, a Notary Public, in and for said County in said State, hereby certify that <u>Alan Dean Hall and Victoria A. Hall</u>, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this <u>13</u> day of <u>November</u>, 2020.

NOTARY PUBLIC



TATE CHALFANT My Commission Expires February 6, 2024

Commission Expires:

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Lipscomb Road US 98 to Beginning of Pavement Project No. 0212019 Tract No. 5

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day of <u>November</u>, 2020.

Alan Dean Hall

Victoria A Hall

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

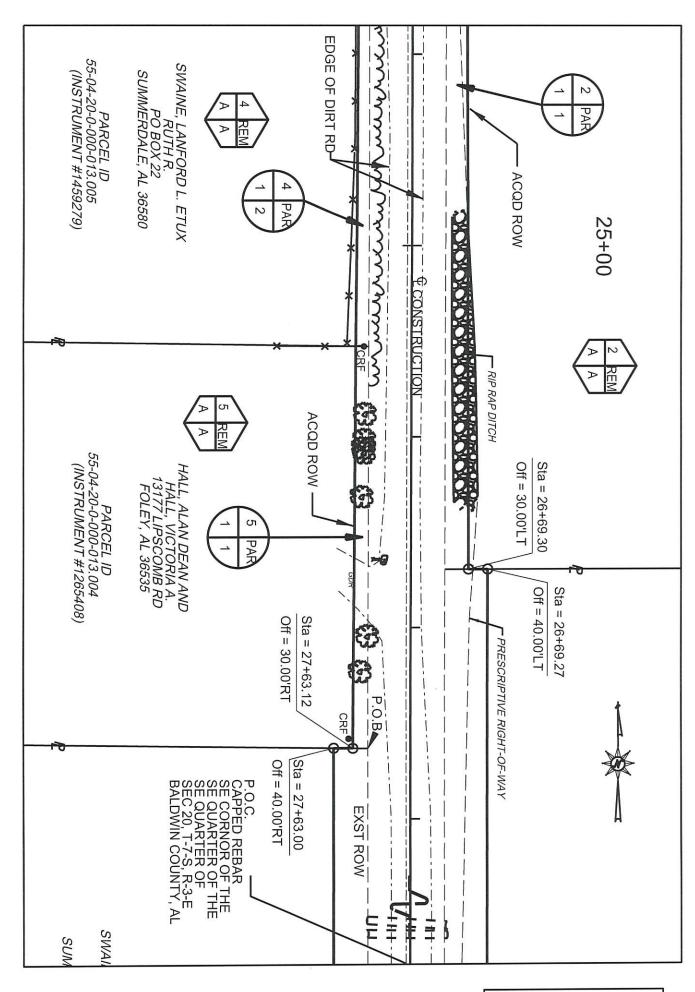
I, Tate Chaffart, a Notary Public, in and for said County in said State, hereby certify that Alan Dean Hall and Victoria A. Hall, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this <u>13</u> day of <u>November</u> 2020

NOTIARY PUBLIC

TATE CHALFANT My Commission Expires February 6, 2024

My Commission Expires



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. OWNER ALAN & VICTORIA H	5 IALL
TOTAL ACREAGE	3.556
R.O.W. REQUIRED	0.035
PRESCRIPTIVE R.O.W.	N/A
T.C.E. REQUIRED	N/A
REMAINDER ———	3.521

PROJECT NO.	0212019	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	07-07-2020	
REVISED:	N/A	
SHEET:	1 OF 1	
OTILLI		









Baldwin County Commission

Agenda Action Form

File #: 21-0421, Version: 1 Item #: BN6

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 6)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.038 acres on Lipscomb Road (Tract 6) as a right-of-way donated to Baldwin County by Darryl Gibbons and Patricia Gibbons on October 16, 2020 (Instrument No. 1864800 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On October 16, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Lipscomb Road from Darryl Gibbons and Patricia Gibbons.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Form. Mail original to Darryl and Patricia Gibbons and send copy to Debra Morris and Tate Chalfant.

Contact:

Darryl and Patricia Gibbons 13101 Lipscomb Road Foley, Alabama 36535

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

► Go to www.irs.gov/Form8283 for instructions and the latest information.

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Darryl Gibbons and Patricia Gibbons

Identifying number

Sect	ion A. Donate (or a gro securiti	ed Property of oup of similar es and certain	items) for	whi	ch '	you	cla	ime	d a	de	duc	tio	n o	f \$5	5,00	00 or	ess.	Also I	ist pu	blicly '	n item traded
Par		tion on Dona																00 1110	oti doti	0110.	
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Note	: If the amount yo	ou claimed as a	deduction	for a	an i	tem	is \$	500	or le	ess	, yoι	ı do	n n	ot h	ave	to co	nplete	e colu	mns (e), (f), a	nd (g).
	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How by	acqı dono		I	,	(g) Do							rket uctio	value ons)			hod use e fair ma		
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3	(a) Description more space															e a brief f the gift.		Appraised fair arket value			
Α	0.038 acres for C	ounty Road ROV	V			Very	Go	od													
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	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	/ don	or			(f) Donor's cost or adjusted basis				(g) For bargain enter amou received and a a separate state				ount d attach	as	mount of a dedu		C	(i) Date of ontribution instructions)
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Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number Darryl Gibbons and Patricia Gibbons Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ October 16, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 10/20/2020 8:00 AM 6 Pages

STATE OF ALABAMA)

COUNTY OF BALDWIN) THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

> **Project No. 0212019** Lipscomb Road G, D, B & Pave from US 98 to beginning of pavement 05-55-04-20-0-000-013.002 Tract No. 6

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Darryl Gibbons and Patricia Gibbons, husband & wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southeast Quarter of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, identified as Tract Number 6 on Lipscomb Road, Project No. 0212019 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a capped rod found at the southeast corner of the Southeast Quarter of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, in Baldwin County, Alabama:

Thence N0°8'01"E along the east line of said Quarter/Quarter a distance of 420.06 feet to a point;

Thence S90°0'00"W leaving the east line of said Quarter/Quarter a distance of 19.93 feet to the grantor's southeast property corner and being Point of Beginning of the property herein to be conveyed;

FORM ROW-4

Page 2 of 4

Thence N88°54'01"W along the grantor's south property line a distance of 8.01 feet to a point

on the acquired R/W line;

Thence N0°9'29"E along the acquired R/W line a distance of 210.03 feet to the grantor's north

property line;

Thence S88°55'17"E along the grantor's north property line a distance of 7.92 feet to a point

on the grantor's northeast property corner;

Thence S0°7'55"W along the grantor's east property ling a distance of 210.01 feet to the Point

of Beginning of the property herein conveyed and containing 0.038 acres, more or less.

Temporary Construction Easement 1 of 1:

Commencing at a capped rod found at the southeast corner of the Southeast Quarter of the

Southeast Quarter of Section 20, Township 7 South, Range 3 East, in Baldwin County,

Alabama;

Thence S0°9'29"E along the east line of said Quarter/Quarter a distance of 526.23 feet to a

point;

Thence N90°0'00"W leaving the east line of said Quarter/Quarter a distance of 29.52 feet to a

point on the acquired R/W line (said point is offset 30.00 feet right of and perpendicular to

project centerline at Station 31+34.46) and being Point of Beginning of the Temporary

Construction Easement (TCE) herein described;

Thence N90°0'00"W along the (TCE) line a distance of 100.00 feet to a point (said point is

offset 130.00 feet right of and perpendicular to project centerline at Station 31+34.73);

Thence N0°9'29"E along the TCE line a distance of 84.07 feet to a point (said point is offset

130.00 feet right of perpendicular to project centerline at Station 30+50.67);

Thence S90°0'00"E along the TCE line a distance of 100.00 feet to a point on the acquired

R/W line (said point is offset 30.00 feet right of and perpendicular to project centerline at

Station 30+50.39)

Thence S0°9'29"W along the acquired R/W line a distance of 84.07 feet to the Point of

Beginning of the property herein described and containing 0.193 acres, more or less.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT

It is expressly understood that all rights, title and interest to the above-described easement shall revert back to the grantor after 3 years or until the project is completed, whichever comes later.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the day of ________, 2020.

Darryl Gibbons

Patricia Gibbons

STATE OF ALABAMA

ACKNOWLEDGMENT

)

COUNTY OF BALDWIN)
I, <u>Tate Chaffant</u> , a Notary Public, in and for said County in said State, hereby certify that <u>Darryl Gibbons</u> and <u>Patricia Gibbons</u> , whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this <u>le</u> day of <u>October</u> , 2020.
Tate Chalfus
TATE CHALFANT NOTARY My Commission Expires February 6, 2024
Commission Expires:

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Lipscomb Road US 98 to Beginning of Pavement Project No. 0212019 Tract No. 6

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

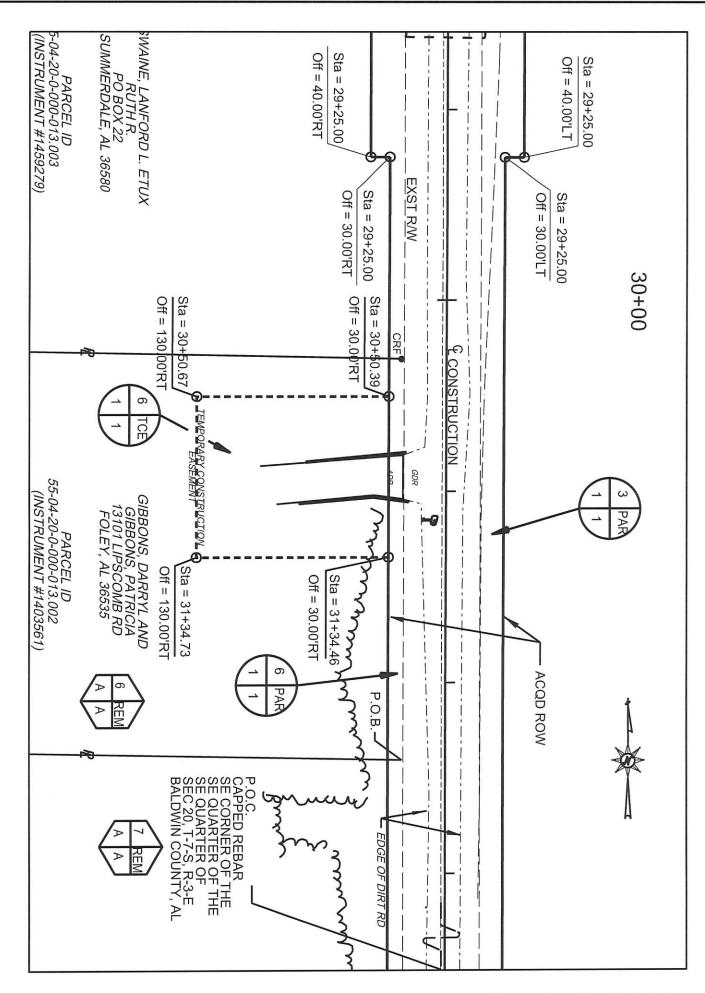
I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have nereunto set our rands and seals on this the
16 day of Dct. , 2020.
Darry Silvar
Darryl Gibbons
Jatreia Silvons
Patricia Gibbons
ACKNOWLEDGMENT
STATE OF ALABAMA)
COUNTY OF BALDWIN)
I, <u>Tate Chart</u> , a Notary Public, in and for said County in said State, hereby certify that <u>Darryl Gibbons</u> and <u>Patricia Gibbons</u> , whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 6 day of October 2020.
Total Mall I

NOTARY PUBLIC

TATE CHALFANT My Commission Expires February 6, 2024

My Commission Expires



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO	6	
OWNER DARRYL & PATE	RICIA GIBBONS	
TOTAL ACREAGE	3.548	
R.O.W. REQUIRED	0.038	
PRESCRIPTIVE R.O.V	VN/A	
T.C.E. REQUIRED	0.193	
REMAINDER	3.510	
TOTAL ACREAGE R.O.W. REQUIRED PRESCRIPTIVE R.O.V	3.548 0.038 V. N/A 0.193	

PROJECT NO.	0212019	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	07-07-2020	
REVISED:	N/A	
SHEET:	1 OF 1	
ATKI REPARENT NEW ARREST		









Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 7)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.039 acres on Lipscomb Road (Tract 7) as a right-of-way donated to Baldwin County by Jan Dial and John Dial on August 14, 2020 (Instrument No. 1850980 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 14, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Lipscomb Road from Jan Dial and John Dial.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Form. Mail original to John and Jan Dial and send copy to Debra Morris and Tate Chalfant.

Contact:

John and Jan Dial 13047 Lipscomb Road Foley, Alabama 36535

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Go to www.irs.gov/Form8283 for instructions and the latest information.

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Jan Dial and John Dial

Identifying number

Sect	tion A. Donate (or a gr securiti	ed Property of oup of similar es and certain	items) for	whi	ch y	you	cla	aim	ed	a d	edı	uct	ior	n of	f \$5	5,000	or l	ess	. Also) list	pub	licly traded)
Par		tion on Dona																					
1		ne and address of th nee organization	е		eck	nated the b mber	ox. /	Also	ente	r the	veh	icle	ide	ntific	catic		(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)						and
Α				П	Т	П	Т	Т		<u></u>	П	П	<u> </u>	Т	Т	П							
В				П	T	П	T	Т		<u> </u>			<u> </u>	T	T	П							
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D					T	П	Ť			<u>†</u>	П				T	П							
E				П	T	П	T	Т					<u> </u>	T	Т	П							
Note	: If the amount y	ou claimed as a	deduction	for a	an it	tem	is \$	500	0 or	les	s, y	ou/	do	no	t h	ave to	con	nple	te col	lumns	s (e),	(f), and (g).	
	(d) Date of the contribution (e) Date acquired by donor (mo., yr.) (f) How acquired by donor								Don							rket val						to determine ket value	
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В																	_						
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Par	which y Sectior qualifie	ory Reportable ou claimed a claimed a claimed a day. Provide a dappraisal is stition on Dona	e in Section deduction separate f generally r	on A of r form equ	A) – mor n fo	-Co re th or ea	mp han ach	olet \$5 ite	e th 5,00 m c	sis op on	sec er ate	tio ite ed (n f m o unl	or or (one gro	e iten up (e is pa	n (or xcep rt of	a cot c	roup ontrib roup	of si butio of si	imila ns r imila	ar items) for eportable i	r
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	historical memo	intings, sculpture rabilia, and other s clude coins, stam	similar object	ts.				•			•								•			er, rare manus	cripts
Note	: In certain cases	s, you must atta	ch a qualifie	ed a	ppr	aisa	al of	the	pro	ope	rty.	Se	e ii	nstı	ruc	tions.							
3		on of donated prope ce, attach a separat		d												al prope of the p						(c) Appraised market valu	
Α	0.039 acres for C	ounty Road ROV	V			Ver	y Go	boc															
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	(d) Date acquired by donor (mo., yr.)	done	or				Don adjus					e rece	nter ivec	argain s r amour d and at te state	it tach	1 8	Amour as a de see inst	duction	n	(i) Date o contributio (see instructi	on		
_A													\perp										
В																							

Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number Jan Dial and John Dial Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ August 14, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0212019 Lipscomb Road G, D, B & Pave from US 98 to beginning of pavement 05-55-04-20-0-000-013.001 Tract No. 7

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Jan Dial and John Dial, wife & husband, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southeast Quarter of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, identified as Tract Number 7 on Lipscomb Road, Project No. 0212019 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a capped rod found at the southeast corner of the Southeast Quarter of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°8'01"E along the east line of said Quarter/Quarter a distance of 209.85 feet to a point;

Thence S90°0'00"W leaving the east line of said Quarter/Quarter a distance of 19.92 feet to the grantor's southeast property corner and being Point of Beginning of the property herein to be conveyed;

Thence N88°54'37"W along the grantor's south property line a distance of 8.11 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 8/18/2020 8:20 AM Total \$ 0.00 5 Pages



Thence N0°9'27"E along the acquired R/W line a distance of 210.18 feet to the grantor's north property line;

Thence S88°54'01"E along the grantor's north property line a distance of 8.01 feet to a point on the grantor's northeast property corner;

Thence S0°7'55"W along the grantor's east property ling a distance of 210.20 feet to the Point of Beginning of the property herein conveyed and containing 0.039 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this 14 day of Ougust, 2020.

Jan Dial

John Dial

STATE OF ALABAMA

ACKNOWLEDGMENT

)

COUNTY OF BALDWIN)
I, Tate Chalfant, a Notary Public, in and for said County in said State,
hereby certify that <u>Jan Dial and John Dial</u> , whose names are, signed to the foregoing conveyance and
who are known to me, acknowledged before me on this day that, being informed of the contents of
this conveyance, they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 14 day of August, 2020. 7att Mulfut
NOTARY PUBLIC
TATE CHALFANT NOTARY My Commission Expires February 6, 2024
Commission Expires:

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Lipscomb Road US 98 to Beginning of Pavement Project No. 0212019 Tract No. 7

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

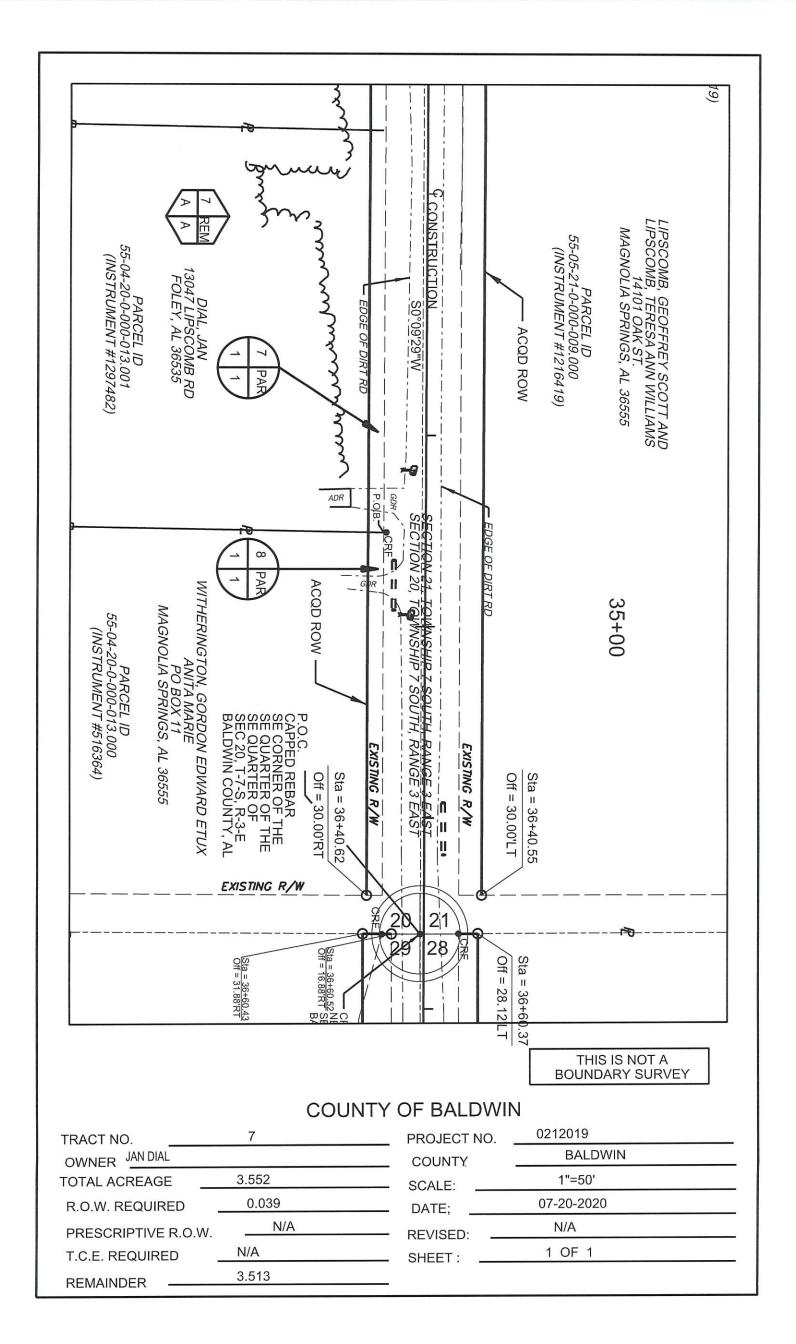
I, <u>Tate (Mattant</u>), a Notary Public, in and for said County in said State, hereby certify that <u>Jan Dial and John Dial</u>, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of August

TARY PUBLIC

My Commission Expires

TATE CHALFANT My Commission Expires February 6, 2024













Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 8)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.036 acres on Lipscomb Road (Tract 8) as a right-of-way donated to Baldwin County by Gordon Edward Witherington and Anita Marie Witherington on August 11, 2020 (Instrument No. 1881457 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 11, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Lipscomb Road from Gordon Edward Witherington and Anita Marie Witherington.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Form. Mail original to Gordon and Anita Witherington and send copy to Debra Morris and Tate Chalfant.

Contact:

Gordon and Anita Witherington P.O. Box 11 Magnolia Springs, Alabama 36555

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Go to www.irs.gov/Form8283 for instructions and the latest information.

OMB No. 1545-0074

Attachment Sequence No. 155 Identifying number

Name(s) shown on your income tax return

Gordon Edward Witherington & Anita Marie Witherington

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section only an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

Par	t I Informa	tion on Donat	ed Proper	rty	— If	you	u n	eec	l m	ore	spa	ıce,	, att	ach	ı a	staten	nent.		
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Par	t I Informa	tion on Donat	ed Proper	rty															
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Note	: In certain cases	, you must attac	ch a qualifie	d a	appr	aisa	ıl ot	f the	pro	oper	ty. S	See	inst	ruc	tior	ıs.			
3		on of donated prope be, attach a separate			•••													give a brief ne of the gift.	(c) Appraised fair market value
	0.036 acres for Co	ounty Road ROW	<u> </u>			Very	y G	ood											
В																			
C		1						_											
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by o	don	or					nor's sted			rec	enter eivec	am and	iin sales, ount d attach atement.	as a d	unt claimed leduction structions)	(i) Date of contribution (see instructions)
Α																			
В																			

Cat. No. 62299J

Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number Gordon Edward Witherington & Anita Marie Witherington Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ August 11, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

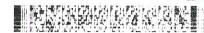
COUNTY OF BALDWIN)

Project No. 0212019 (V)
Lipscomb Road
G, D, B & Pave from US 98 to beginning of pavement
05-55-04-20-0-000-013.000
Tract No. 8

This document has been re-recorded to correct the Grantor's FEE SIMPLE first name. WARRANTY DEED

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 8/11/2020 1:33 PM TOTAL S 0.00 5 Pages





KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), = George Edward Witherington and Anita Marie Witherington, husband & wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southeast Quarter of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, identified as Tract Number 8 on Lipscomb Road, Project No. 0212019 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a capped rod found at the southeast corner of the Southeast Quarter of the Southeast Quarter of Section 20, Township 7 South, Range 3 East, in Baldwin County, Alabama:

Thence N0°8'01"E along the east line of said Quarter/Quarter a distance of 19.99 feet to a point;

Thence S90°0'00"W leaving the east line of said Quarter/Quarter a distance of 19.92 feet to the grantor's southeast property corner and being Point of Beginning of the property herein to be conveyed;

Thence N89°31'03"W along the grantor's south property line a distance of 8.19 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 1/5/2021 11:02 AM TOTAL \$ 0.00





Thence N0°9'29"E along the acquired R/W line a distance of 189.95 feet to the grantor's north property line;

Thence S88°54'37"E along the grantor's north property line a distance of 8.11 feet to a point on the grantor's northeast property corner;

Thence S0°7'55W along the grantor's east property ling a distance of 189.86 feet to the Point of Beginning of the property herein conveyed and containing 0.036 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

Gordon Edward Witherington

Anita Marie Witherington

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF BALDWIN

I, <u>Tate Marie Witherington</u>, a Notary Public, in and for said County in said State, hereby certify that <u>Gordon Edward Witherington and Anita Marie Witherington</u>, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ August

, 2020.

NOTARY PUBLIC

Commission Expires:



TATE CHALFANT My Commission Expires February 6, 2024

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Lipscomb Road US 98 to Beginning of Pavement Project No. 0212019 Tract No. 8

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

11 day of ANGUST, 2020.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

Gordon Edward Witherington

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Take Marie Witherington and Anita Marie Witherington, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of August 2020.

Take Marie Witherington and Foreign State (Size of August 2020).

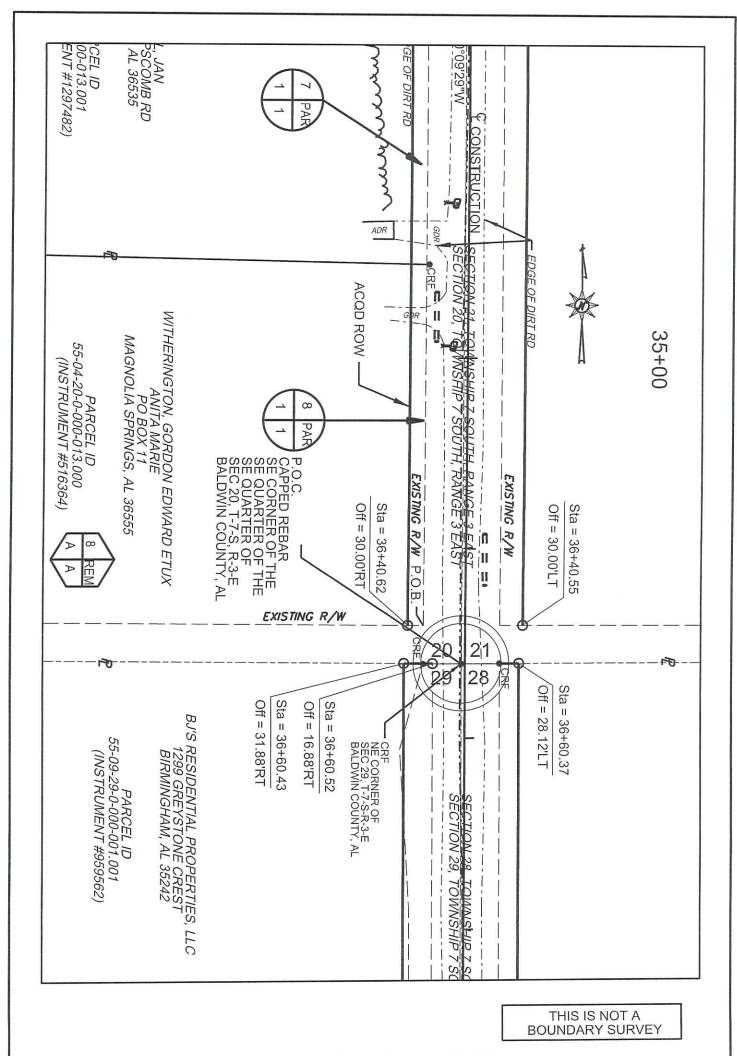
Take Chalfant (Size of August 2020).

Take Chalfant (Size of August 2020).

Take Chalfant (Size of August 2020).

February 6, 2024

My Commission Expires:



COUNTY OF BALDWIN

TRACT NO. OWNER GORDON & ANITA	8 WITHERINGTON	PROJECT N	NO. 0212019 BALDWIN
TOTAL ACREAGE	11.404	SCALE:	1"=50'
R.O.W. REQUIRED	0.036	DATE;	07-07-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET:	1 OF 1
REMAINDER	11.368		









Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 9)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.306 acres on Lipscomb Road (Tract 9) as a right-of-way donated to Baldwin County by George Gerald Lipscomb and Janice Lipscomb on August 10, 2020 (Instrument No. 1849542 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 10, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Lipscomb Road from George Gerald Lipscomb and Janice Lipscomb.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Form. Mail original to G. Gerald and Janice Lipscomb and send copy to Debra Morris and Tate Chalfant.

Contact:

G. Gerald and Janice Lipscomb

P.O. Box 186

Magnolia Springs, Alabama 36555

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

► Go to www.irs.gov/Form8283 for instructions and the latest information.

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

George Gerald Lipscomb and Janice Lipscomb

Identifying number

Sect	securiti	oup of similar es and certain	items) for other pro	wh per	ich ty	yo eve	u cl en if	lain the	ned e de	a c edu	ded ctic	luct on i	tior s n	n of nor	* \$5 e tł	5,000 han 9	or I \$5,0	ess. Also lis 00. See inst	t pub	olicly traded
Par	t I Informa	tion on Dona	ted Prope	rty	<u>-</u>	f yo	ou r	nee	d m	ore	sp	oac	е, а	atta	ach	a st	aten	nent.		
1		ne and address of th nee organization	e		hecl	k the	ted pox. box.	. Also	ente	er th	e vel	hicle	ide	ntific	atio		(For	a vehicle, enter tl ileage. For securi	he year	of donated property r, make, model, and d other property, ons.)
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Note	If the amount ye	ou claimed as a	deduction	for	an	iter	n is	\$50	00 0	r les	ss, j	you	do	no	t ha	ave to	o cor	nplete colum	ns (e)	, (f), and (g).
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Par		tion on Dona																		
2		that describes		•	pe	rty (_	_		_									
	b Qualified C Equipme	ntribution of \$20 d Conservation ent ntribution of less	Contributio	n)		9	e] s] c	ecu	ritie ectik	es oles	* *				i j k			household items
	historical memor	intings, sculpture rabilia, and other s clude coins, stam	similar object	ts.																er, rare manuscripts
Note	: In certain cases	s, you must atta	ch a qualifie	ed a	app	rais	sal c	of th	e pr	ope	erty	. Se	ee ii	nstı	uct	ions.				
3	(a) Description more spa														as donated, give a ty at the time of the		(c) Appraised fair market value			
Α	0.306 acres for C	ounty Road ROV	V			Ve	ery G	3000	t											
В																				
С								_					1	\ F						
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	dor	nor			(f) Do adju	nor's usted			"	e rece	nter ived	argain amou and a e state	nt ttach	(h) Amount cla as a deduct (see instruction	ion	(i) Date of contribution (see instructions)
Α																				
В																				

Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number George Gerald Lipscomb and Janice Lipscomb Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ August 10, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 8/11/2020 1:35 PM 0.00 7 Pages

STATE OF ALABAMA)

COUNTY OF BALDWIN)

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

> Project No. 0212019 Lipscomb Road G, D, B & Pave from US 98 to beginning of pavement 05-55-08-28-0-000-008.000 05-55-08-28-0-000-009.000 Tract No. 9

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), George Gerald Lipscomb A/K/A G. Gerald Lipscomb and Janice Lipscomb A/K/A Janice L. Lipscomb, husband & wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northwest Quarter of the Northwest Quarter of Section 28, Township 7 South, Range 3 East, identified as Tract Number 9 on Lipscomb Road, Project No. 0212019 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a capped rod found at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section 28, Township 7 South, Range 3 East, in Baldwin County, Alabama (the grantor's northwest property corner) and being Point of Beginning of the property herein to be conveyed;

Thence N89°52'39""E along the grantor's north property line a distance of 30.00 feet to a point on the acquired R/W line;

Thence S0°3'59"W along the acquired R/W line a distance of 1329.93 feet to the grantor's south property line;

Thence S89°55'54"W along the grantor's south property line a distance of 30.00 feet to the grantor's southwest property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT SILVERHILL, ALABAMA 36576

FORM ROW-4 Rev 10/03

Page 2 of 3

Thence N0°3'59"E along the grantor's west property line a distance of 295.00 feet to a point

on the existing R/W line of Lipscomb Road;

Thence N90°0'00"E along the existing R/W line of Lipscomb Road a distance of 19.99 feet to

a point;

Thence N0°3'58"E along the existing R/W line of Lipscomb Road a distance of 295.00 feet to

a point;

Thence S90°0'00"W along the existing R/W line of Lipscomb Road a distance of 20.00 feet to

a point on the grantor's west property line;

Thence N0°3'59"E along the grantors west property line a distance of 739.82 feet to the Point

of Beginning of the property herein conveyed and containing 0.781 acres, more or less.

**(0.475 acres of the acquired right-of-way is prescriptive and owned by the grantee

and 0.306 acres is being acquired from the Grantor.)

And as shown on the right of way map of record in the Baldwin County Highway Department, a

copy of which is also deposited in the office of the Judge of Probate as an aid to persons and

entities interested therein and as shown on the Property Sketch attached hereto and made a part

hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and

assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself

(ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to

and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in

fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and

lawful right to sell and convey the same as aforesaid; that the same is free of all

encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on

October 1, last past, and which is to be paid by the grantor; and that I (we) will forever

warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that

the purchase price above-stated is in full compensation to him-her (them) for this

conveyance.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the
George Gerald Lipscomb A/K/A G. Gerald Lipscomb
Janice Lipscomb A/K/A Janice L. Lipscomb
ACKNOWLEDGMENT
STATE OF ALABAMA) COUNTY OF BALDWIN)
I, Tate Chaffent, a Notary Public, in and for said County in said State, hereby certify that George Gerald Lipscomb A/K/A G. Gerald Lipscomb and Janice Lipscomb A/K/A Janice L. Lipscomb, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 10 day of August, 2020.
NOTARY PUBLIC

TATE CHALFANT My Commission Expires February 6, 2024

NOTARY PUBLIC

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Lipscomb Road US 98 to Beginning of Pavement Project No. 0212019 Tract No. 9

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

10 day of August ______, 2020.

Les y bend Lysen A/K/A Bend Lysen

George Gerald Lipscomb A/K/A G. Gerald Lipscomb

Janice Lipscomb A/K/A Janice L. Lipscomb

ACKNOWLEDGMENT

STATE OF ALABAMA

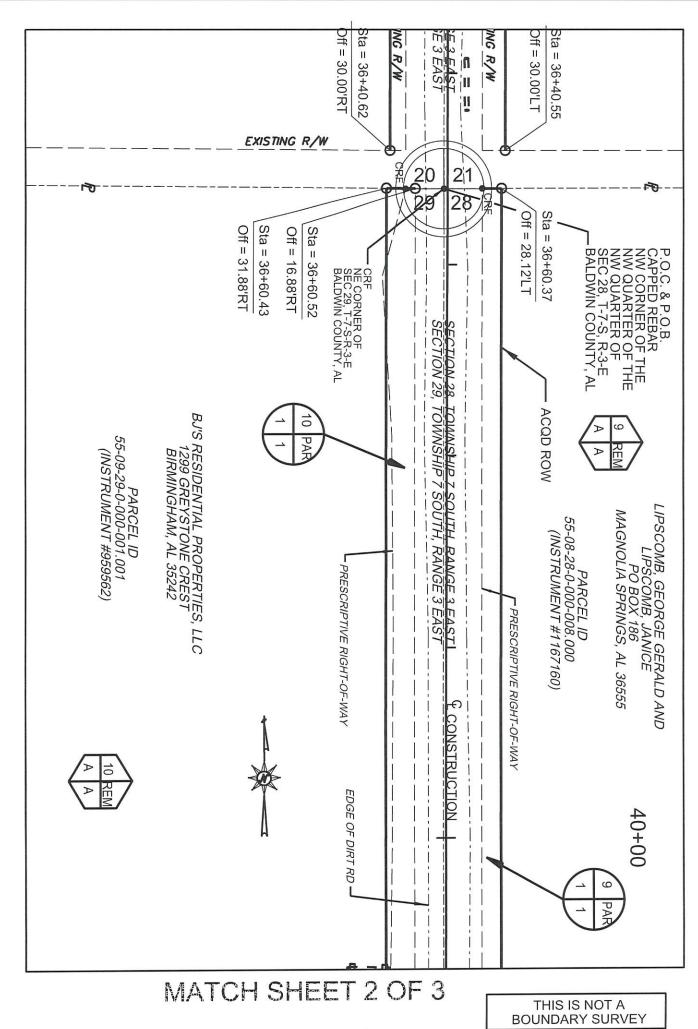
voluntarily on the day the same bears date.

I, Tate Chart, a Notary Public, in and for said County in said State, hereby certify that George Gerald Lipscomb A/K/A G. Gerald Lipscomb and Janice Lipscomb A/K/A Janice L. Lipscomb, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same

Given under my hand and official seal this 10 day of 7104057 2020

TATE CHALFANT
My Commission Expires
February 6, 2024

My Commission Expires



8

COUNTY OF BALDWIN

TRACT NO. 9

OWNER GEORGE & JANICE LIPSCOMB

TOTAL ACREAGE 41.181

R.O.W. REQUIRED 0.781

PRESCRIPTIVE R.O.W. 0.475

T.C.E. REQUIRED N/A

REMAINDER 40.400

PROJECT NO. 0212019

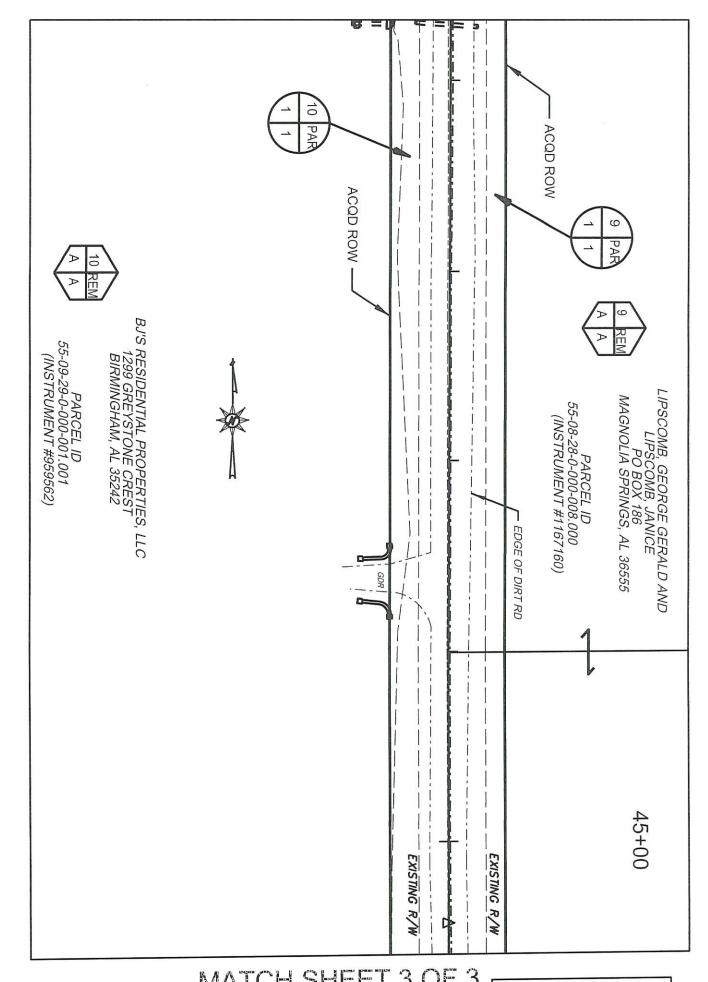
COUNTY BALDWIN 1"=50'

DATE; 07-20-2020

REVISED: N/A

SHEET: 1 OF 3

MATCH SHEET 1 OF 3



MATCH SHEET 3 OF 3

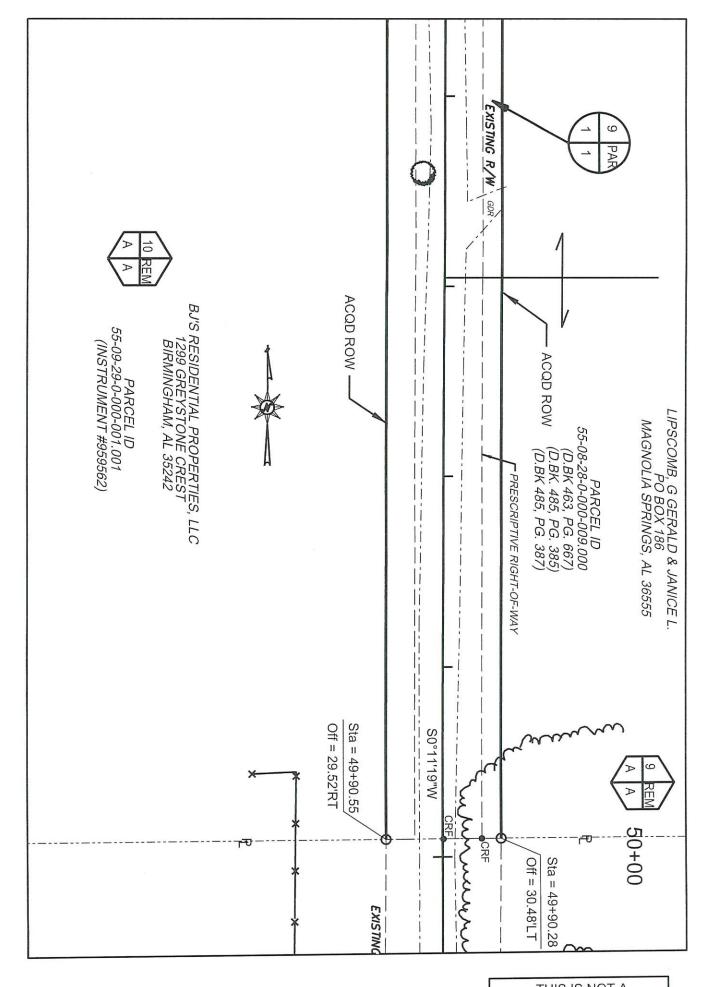
THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	9					
OWNER GEORGE & JANICE LIPSCOMB						
TOTAL ACREAGE	41.181					
R.O.W. REQUIRED .	0.781					
PRESCRIPTIVE R.O.W.	0.475					
T.C.E. REQUIRED .	N/A					
REMAINDER	40.400					
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PROJECT NO.	0212019	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	07-20-2020	
REVISED:	N/A	
SHEET:	2 OF 3	
OTILLY.		

MATCH SHEET 2 OF 3



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	9	PROJECT NO	0212019
OWNER GEORGE & JANICE	LIPSCOMB	COUNTY	BALDWIN
TOTAL ACREAGE	41.181	SCALE:	1"=50'
R.O.W. REQUIRED	0.781	DATE;	07-20-2020
PRESCRIPTIVE R.O.W.	0.475	REVISED:	N/A
T.C.E. REQUIRED .	N/A	SHEET: _	3 OF 3
	40.400	OHLLI	
REMAINDER			











Baldwin County Commission

Agenda Action Form

File #: 21-0433, Version: 1 Item #: BN10

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212019 - Lipscomb Road (Tract 10)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.082 acres on Lipscomb Road (Tract 10) as a right-of-way donated to Baldwin County by BJ's Residential Properties, LLC, on August 18, 2020 (Instrument No. 1851628 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 18, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Lipscomb Road from BJ's Residential Properties, LLC.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Form. Mail original to BJ's Residential Properties, LLC and send copy to Debra Morris and Tate Chalfant.

Contact:

BJ's Residential Properties, LLC 1299 Greystone Crest Birmingham, Alabama 35242

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Go to www.irs.gov/Form8283 for instructions and the latest information.

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

BJ's Residential Properties, LLC

Identifying number

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Par		tion on Dona																					
1	donee organization check				donated property is a vehicle (see instructions), kt the box. Also enter the vehicle identification number (unless Form 1098-C is attached). (c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)											make, model, and other property,							
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E				П		T	Т	П	T	F					T	T	T						
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	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How	v acc		ed			g) Do					٠,				t value	<u> </u>		ethod us		to determine et value
Α																							
В																							
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	Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.																						
Par		tion on Dona																					
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	c Equipm		Contributio)				ı q		Col				**				ì	j∟ k∏	່ Othe	_	iu i	nousehold items
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	* Art includes pa		s, watercolo	rs, p	•	s, d										•		ve arts,	text	iles, car	pets, si	lver	r, rare manuscripts
	** Collectibles in	clude coins, stam	ps, books, g	ems	s, je	wel	ry, s	por	ts m	em	ora	bilia	a, d	dolls	s, e	tc.,	but	not art	as c	defined	above.		
Note	: In certain cases	s, you must atta	ch a qualifi	ed a	app	rais	sal	of th	he p	oro	per	ty.	Se	e i	nst	ruc	ctio	ns.					
3		on of donated prope ce, attach a separat		d																	ive a brie of the gif		(c) Appraised fair market value
A 0.082 acres for County Road ROW Ver				ery (Goo	nd													\dagger				
В						I																	
С																							
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	/ dor	nor				(f) D ad	onc ljust					rece	ente eive	r an d an	ain sales nount d attach tatement	(r) Amoun as a dec see instr		b	(i) Date of contribution (see instructions)
Α																							
В																							

Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number BJ's Residential Properties, LLC Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ August 18, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

BALDWIN COUNTY, ALABAMA Harry D'OLIVE, JR. Probate Judge Filed/Cept. 8/20/2020 8:14 AM Total S 0.00 10 Pages

1851628

STATE OF ALABAMA)

COUNTY OF BALDWIN

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

Project No. 0212019
Lipscomb Road
G, D, B & Pave from US 98 to beginning of pavement
05-55-09-29-0-000-001.001
Tract No. 10

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), BJ's Residential Properties, LLC, an Alabama limited liability company, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 7 South, Range 3 East, identified as Tract Number 10 on Lipscomb Road, Project No. 0212019 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a capped rod found at the northeast corner of the Northeast Quarter of the Northeast Quarter of Section 29, Township 7 South, Range 3 East, in Baldwin County, Alabama:

Thence N89°32'00"W leaving the east line of said Quarter/Quarter a distance of 15.00 feet to the grantor's northeast property corner and being Point of Beginning of the property herein to be conveyed;

Thence S0°3'59"W along the grantor's east property line a distance of 1329.96 feet to a point on the exiting R/W line of Lipscomb Road;

Thence S89°55'54"W along the exiting R/W line of Lipscomb Road a distance of 15.00 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576

Thence N0°3'59"E along the acquired R/W line a distance of 1330.10 feet to the grantor's north property line;

Thence S89°32'00"E along the grantor's north property line a distance of 15.00 feet to the Point of Beginning of the property herein conveyed and containing 0.458 acres, more or less. **(0.376 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.082 acres is being acquired from the Grantor.)

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 18 day of August, 2020.

BJ's Residential Properties, LLC an Alabama Limited Liability Company

8-18-20

By: B. J. Blanchard

Its: Manager

ACKNOWLEDGMENT

STATE OF ALABAMA	
COUNTY OF BALDWIN	
I,, a N	Notary Public in and for said County, in said State,
hereby certify that B. J. Blanchard whose name as I	Manager of the BJ Residential Properties, LLC, an
Alabama limited liability company, is signed to the	e foregoing conveyance, and who is known to me,
acknowledged before me on this day that, being in	nformed of the contents of this conveyance, he, as
such officer and with full authority, executed the sa	me voluntarily for and as the act of said company.
Given under my hand and official seal this	day of, 2020.
	NOTARY PUBLIC
	Commission Expires:

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Lipscomb Road US 98 to Beginning of Pavement Project No. 0212019 Tract No. 10

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

BJ's Residential Properties, LLC an Alabama Limited Liability Company

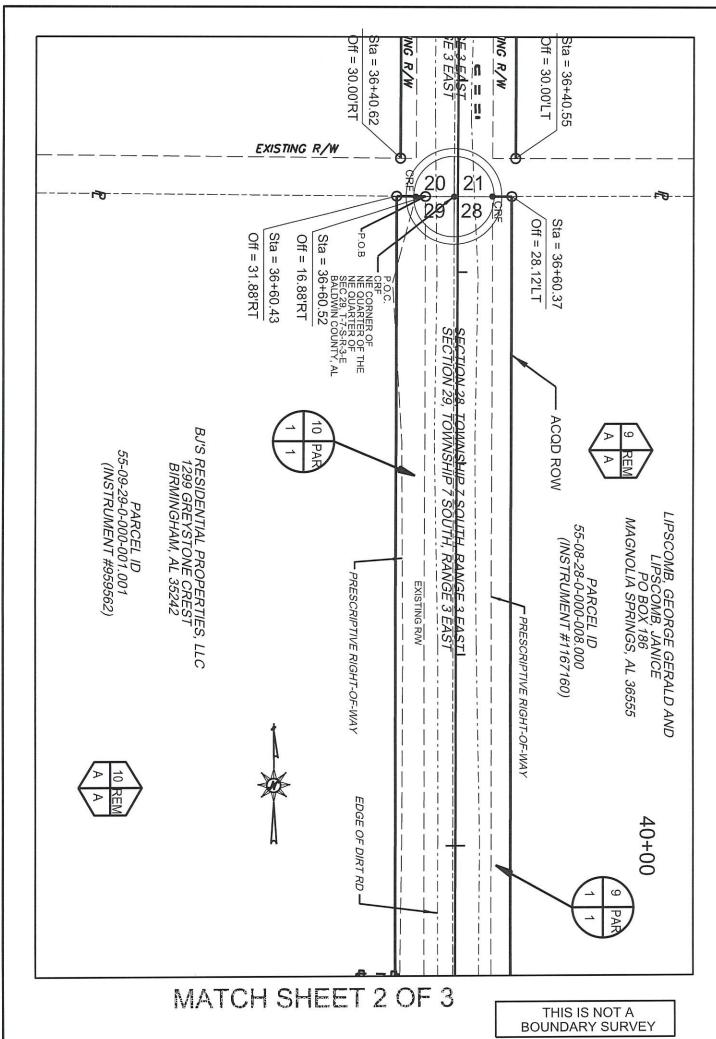
By: B. J. Blanchard

My Commission Expires:

Its: Manager

ACKNOWLEDGMENT

STATE OF ALABAMA)		
COUNTY OF BALDWIN)		
certify that B. J. Blanchard liability company, is signed this day that, being inform	whose name as Manager of to the foregoing conveyance	the BJ Residential e, and who is know onveyance, he, as	For said County, in said State, hereby Properties, LLC, an Alabama limited on to me, acknowledged before me on such officer and with full authority,
Given under my ha	nd and official seal this	day of	2020.
			NOTARY PUBLIC



COUNTY OF BALDWIN

TRACT NO. 10

OWNER BJ'S RESIDENTIAL PROPERTIES, LLC

TOTAL ACREAGE 78.256

R.O.W. REQUIRED 0.458

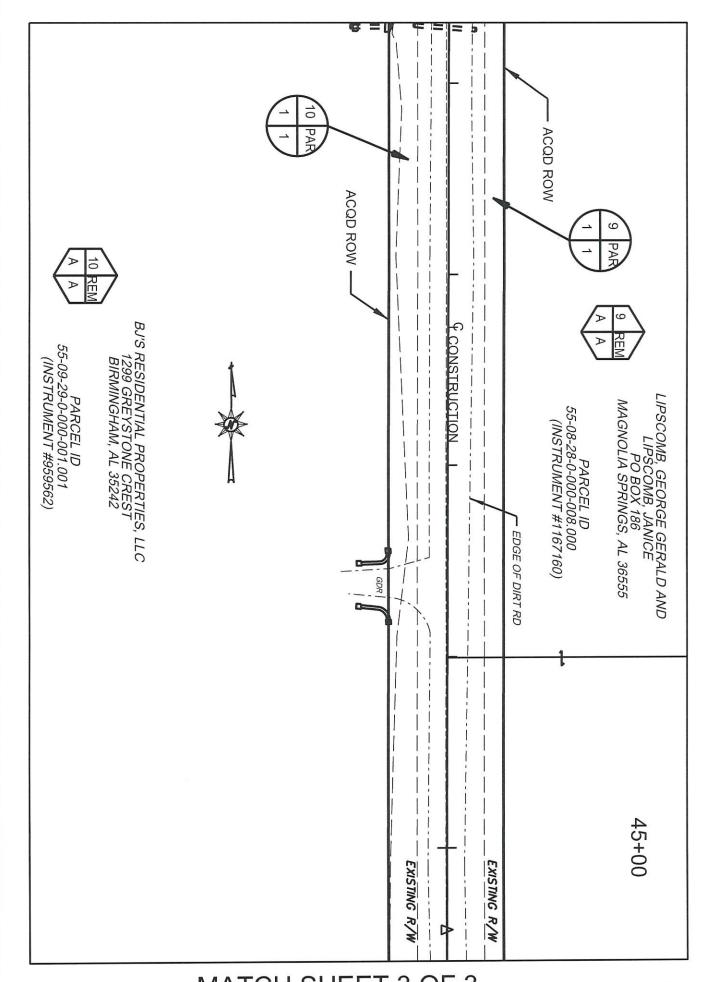
PRESCRIPTIVE R.O.W. 0.376

T.C.E. REQUIRED N/A

REMAINDER 77.798

PROJECT NO.	0212019	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	07-20-2020	
REVISED:	N/A	
SHEET:	1 OF 3	
OHLLI		

MATCH SHEET 1 OF 3



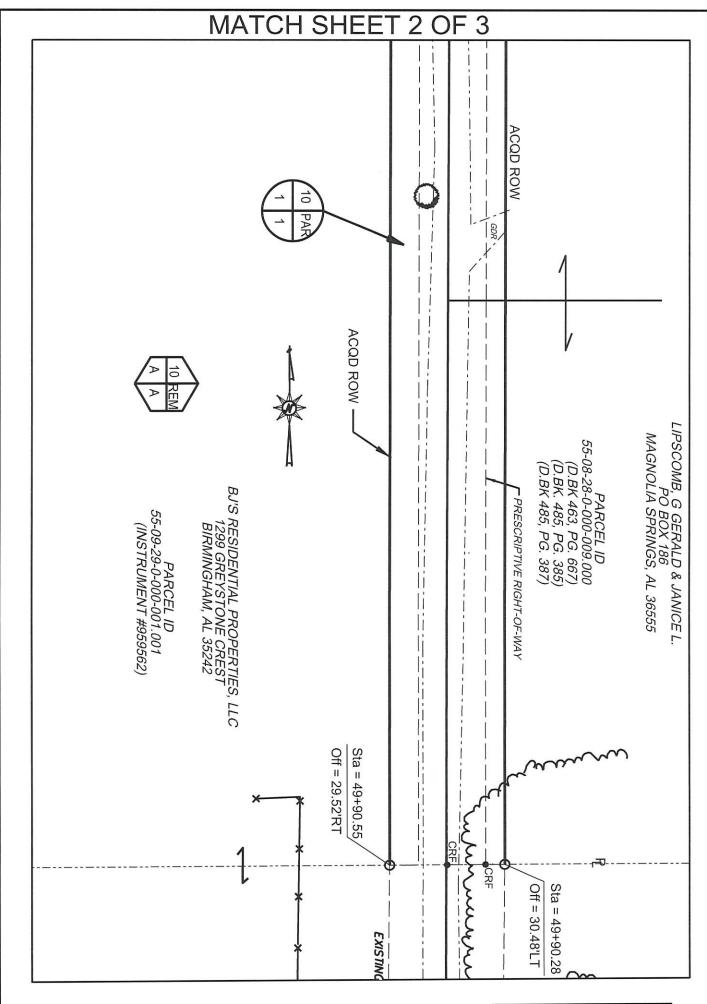
MATCH SHEET 3 OF 3

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	10					
OWNER BJ'S RESIDENTIAL PROPERTIES, LLC						
TOTAL ACREAGE	78.256					
R.O.W. REQUIRED	0.458					
PRESCRIPTIVE R.O.W.	0.376					
T.C.E. REQUIRED	N/A					
REMAINDER	77.798					

PROJECT NO.	0212019	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	07-20-2020	
REVISED: _	N/A	
SHEET:	2 OF 3	
OHLLH		



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO							
OWNER BJ'S RESIDENTIAL PROPERTIES, LLC							
TOTAL ACREAGE	78.256						
R.O.W. REQUIRED	0.458						
PRESCRIPTIVE R.O.W.	0.376						
T.C.E. REQUIRED	N/A						
REMAINDER	77.798						
REMAINDER	77.798						

PROJECT NO. 0212019

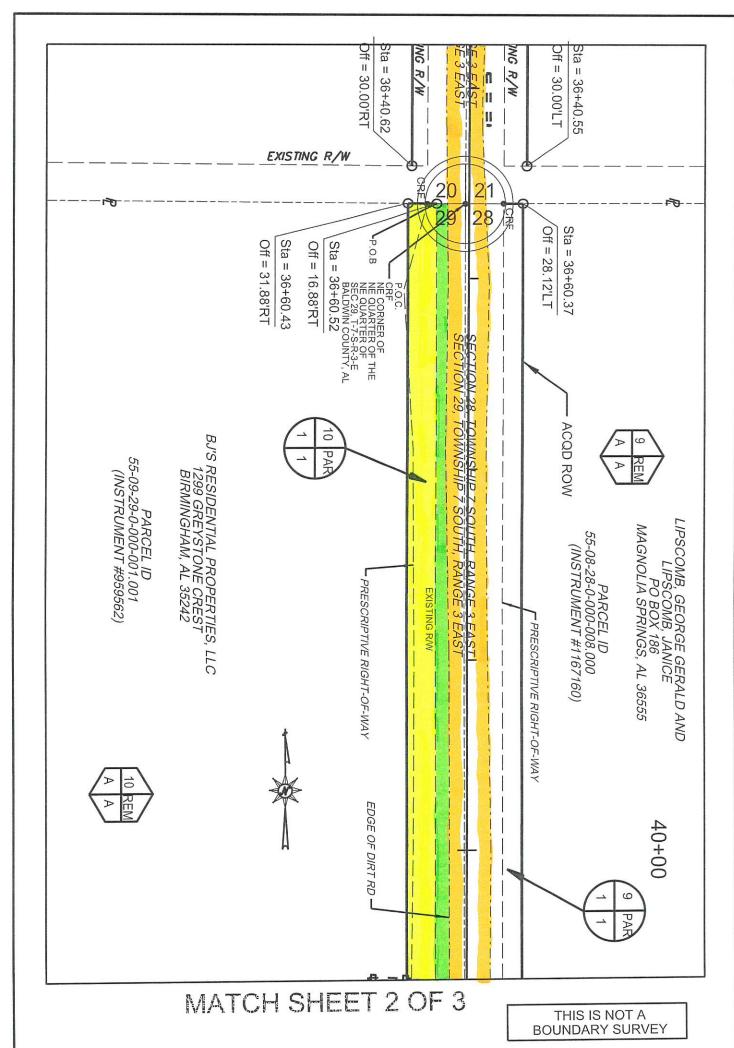
COUNTY BALDWIN

1"=50'

DATE; 07-20-2020

REVISED: N/A

SHEET: 3 OF 3



COUNTY OF BALDWIN

TRACT NO. 10

OWNER BJ'S RESIDENTIAL PROPERTIES, LLC

TOTAL ACREAGE 78.256

R.O.W. REQUIRED 0.458

PRESCRIPTIVE R.O.W. 0.376

T.C.E. REQUIRED N/A

REMAINDER 77.798

PROJECT NO. 0212019

COUNTY BALDWIN

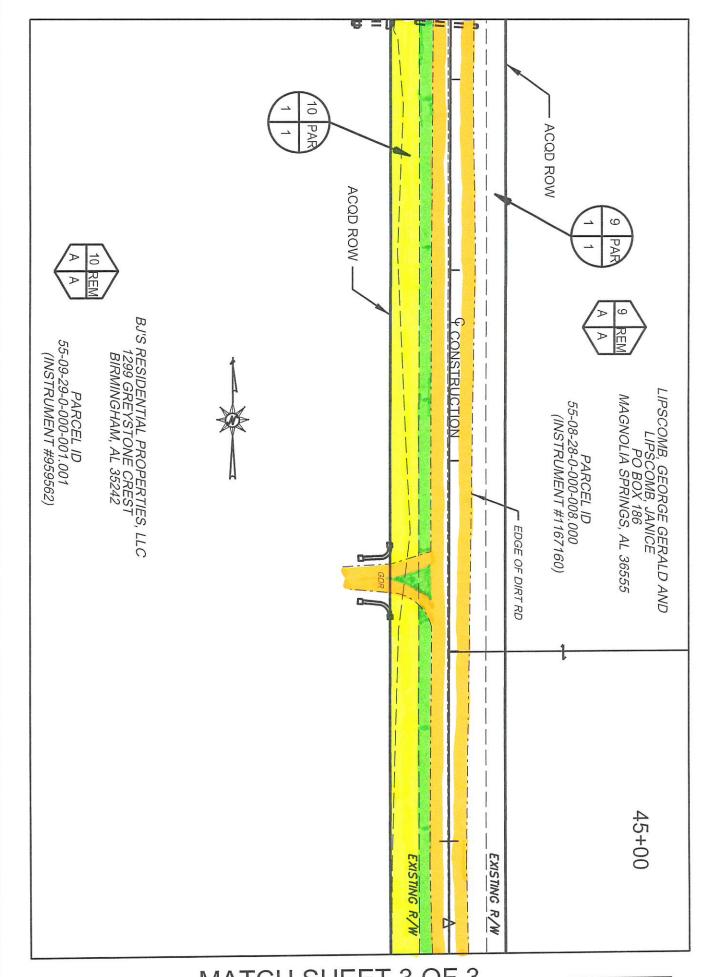
SCALE: 1"=50'

DATE; 07-20-2020

REVISED: N/A

SHEET: 1 OF 3

MATCH SHEET 1 OF 3



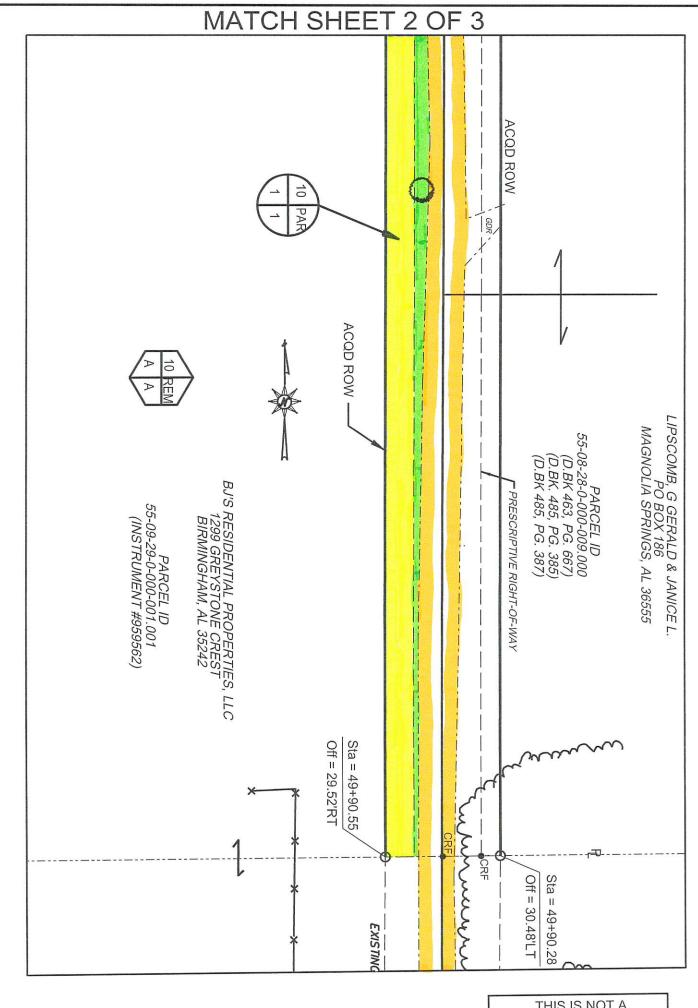
MATCH SHEET 3 OF 3

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	10					
OWNER BJ'S RESIDENTIAL PROPERTIES, LLC						
TOTAL ACREAGE	78.256					
R.O.W. REQUIRED .	0.458					
PRESCRIPTIVE R.O.W.	0.376					
T.C.E. REQUIRED	N/A					
DEMAINDED	77.798					

PROJECT NO.	0212019	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	07-20-2020	
REVISED:	N/A	
SHEET:	2 OF 3	
SHEE1		



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	10
OWNER BJ'S RESIDENTIAL	PROPERTIES, LLC
TOTAL ACREAGE	78.256
R.O.W. REQUIRED	0.458
PRESCRIPTIVE R.O.W.	0.376
T.C.E. REQUIRED	N/A
REMAINDER	77.798

PROJECT NO. 0212019

COUNTY BALDWIN

1"=50'

DATE; 07-20-2020

REVISED: N/A

SHEET: 3 OF 3





LIPSCOMB ROAD (TRACT 10)





Baldwin County Commission

Agenda Action Form

File #: 21-0439, Version: 1 Item #: BN11

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203816 - Pate Road (Tract 4)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.048 acres on Pate Road (Tract 4) as a right-of-way donated to Baldwin County by Shannon Marie Aultman and James David Aultman on June 17, 2020 (Instrument No. 1836950 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On June 17, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Pate Road from Shannon Marie Aultman and James David Aultman

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Form. Mail original to James and Shannon Aultman and send copy to Debra Morris and Tate Chalfant.

Contact:

James and Shannon Aultman 23020 Pate Road Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Go to www.irs.gov/Form8283 for instructions and the latest information.

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Shannon Marie Aultman and James David Aultman

Identifying number

Sect	(or a gr securiti	oup of similar es and certain	items) for other pro	whi per	ich ty (yoı eve	u cl n if	aim the	ed de	a d duo	edi ctio	uct n i	ion s m	n of nor	* \$5 e tł	,000 nan \$	or I 5,0	t in this section ess. Also list p 00. See instruc	ubl	icly traded	
Par	t I Informa	tion on Dona	ted Prope	rty	<u>- I</u>	f yc	ou n	eec	m b	ore	sp	ac	e, a	atta	ach	a sta	ater	nent.			
1	1 (a) Name and address of the donee organization					(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).												(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)			
Α				П																	
В				Н																	
С				H	_			_		‡			_	<u> </u>							
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	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How		quire			(g)	Don	or's	cost		(h)	Fair	mar	ket valu	ле	(i) Method us the fair n	sed t	o determine	
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	* Art includes pa		s, watercolor	rs, p		s, dr		_							•	ative a	ırts,	textiles, carpets, s	ilver	r, rare manuscripts	
	** Collectibles in	clude coins, stam	ps, books, g	ems	s, jev	welr	y, sp	orts	mei	mora	abili	a, d	lolls	s, et	c., k	ut not	art	as defined above.			
Note	In certain cases	s, you must atta	ch a qualifie	ed a	app	rais	al o	f the	e pr	ope	rty.	Se	e ir	nstı	uct	ions.					
3		on of donated prope ce, attach a separat		d														as donated, give a brid ty at the time of the gi		(c) Appraised fair market value	
Α	A 0.048 acres for County Road ROW					Ve	ry G	ood													
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	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	/ don	nor) Dor adju				r	e rece	nter ived	rgain s amoun and att stater	t tach	(h) Amount claime as a deduction (see instructions)		(i) Date of contribution (see instructions)	
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Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number Shannon Marie Aultman and James David Aultman Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ June 17, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 6/19/2020 3:30 PM
TOTAL S 0.00
4 Pages

STATE OF ALABAMA

COUNTY OF BALDWIN

)

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

Project No. 0203816
Pate Road
G, D, B & Pave from CR 62 to EOM
05-41-06-24-0-000-005.006
Tract No. 4

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Shannon Marie Aultman and James David Aultman, wife & husband, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 5 South, Range 4 East, identified as Tract Number 4 on Pate Road, Project No. 0203816 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 1-inch open top found at the southwest corner of the Southwest Quarter of the Southwest Quarter of Section 24, Township 5 South, Range 4 East, in Baldwin County, Alabama (the grantor's southwest property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence N2°45'35"W along the grantor's west property line a distance of 9.52 feet to a point;

Thence N16°22'48"E along the grantor's west property line a distance of 75.12 feet to a point;

Thence N10°34'37"E along the grantor's west property line a distance of 55.82 feet to a point on the acquired R/W line;

Thence S0°0'00"E along the acquired R/W line a distance of 136.51 feet to a point on the grantor's south property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576

Rev 10/03

Thence N89°54'03"W along the grantor's south property line a distance of 30.97 feet to the Point of Beginning of the property herein conveyed and containing 0.048 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the \frac{1}{7} day of \frac{1}{2} \text{vic}, 2020.

Shannon Marie Aultman

James David Aultman

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, <u>Tate Chaffant</u>, a Notary Public, in and for said County in said State, hereby certify that <u>Shannon Marie Aultman and James David Aultman</u>, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____Une

11

NOTARY PUBLIC

Commission Expir

TATE CHALFANT My Commission Expires February 6, 2024

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Pate Road From County Road 62 North to EOM Project No. 0203816 Tract No. 4

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 17 day of 4 had 2020.

Shannon Marie Aultman

James David Aultman

ACKNOWLEDGMENT

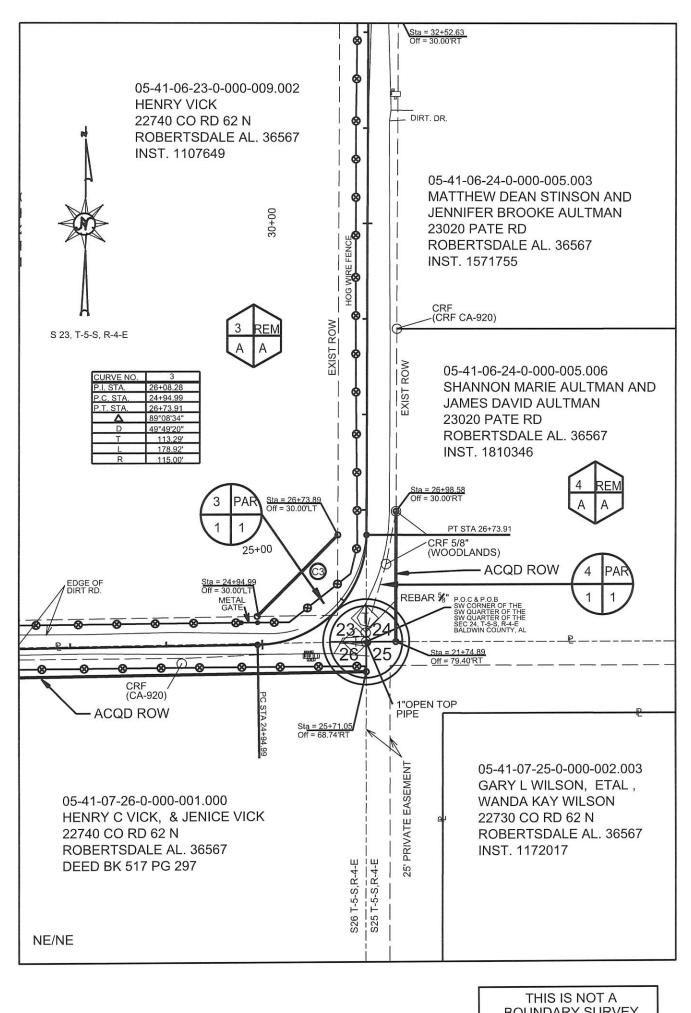
STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Me What, a Notary Public, in and for said County in said State, hereby certify that Shannon Marie Aultman and James David Aultman, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of ______ day of _______ 2020

7att Mulfurt NOTARY PUBLIC

My Commission Expires:



BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	4	PROJECT NO	0203816
	AULTMAN & JAMES DAVID AULTMAN	COUNTY	BALDWIN
TOTAL ACREAGE	4.791	SCALE:	1"=100'
R.O.W. REQUIRED	0.048	DATE;	05-18-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET:	1 OF 1
REMAINDER ———	4.743		











Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203816 - Pate Road (Tract 7)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.835 acres on Pate Road (Tract 7) as a right-of-way donated to Baldwin County by Nathan L. Helton, Jr. and Susan L. Helton on June 3, 2020 (Instrument No. 1840925 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On June 3, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Pate Road from Nathan L. Helton, Jr. and Susan L. Helton.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Form. Mail original to Nathan L. Helton, Jr. and Susan L. Helton and send copy to Debra Morris and Tate Chalfant.

Contact:

Nathan L. Helton, Jr. and Susan L. Helton 23125 Pate Road Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Go to www.irs.gov/Form8283 for instructions and the latest information.

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Nathan L. Helton, Jr. and Susan L. Helton

Identifying number

	_	-																			
Sect	tion A. Donate (or a gr securiti	ed Property of oup of similar es and certain	items) for	wh	ich	ı yo	ou c	lain	ned	ac	dec	luc	tior	10	f \$5	5,00	00 or	less	. Also	list pul	olicly traded
Par		tion on Dona																			
1						f donated property is a vehicle (see instructions), eck the box. Also enter the vehicle identification number (unless Form 1098-C is attached). (c) Description and condition (For a vehicle, enter the year mileage. For securities are see instruction see instructions.													r, make, model, and nd other property,		
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С					1	Τ	П	Τ			Τ			Τ	Τ						
D				П	T	T	П	T	П		T	П	П	Т	Т	П					
Е				П	1	T	П	T	П		Τ			T	T	П					
Note	: If the amount y	ou claimed as a	deduction	for	an	iter	n is	\$50	00 o	r le	ss,	you	do	no	ot ha	ave	to co	mple	ete colu	mns (e), (f), and (g).
	(d) Date of the contribution (e) Date acquired by donor (mo., yr.) (f) How acquired by donor							(g) Donor's cost or adjusted basis								rket uctio	value ons)		d to determine rket value		
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В																					
D E																					
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	Invento which y Section	ory Reportable you claimed a A). Provide a d appraisal is	e in Section deduction separate	on of for	A) mo m f	—Core for (Com tha eac	iple in \$ h ite	te t 5,0 em	his 00 ¡ dor	se oer nat	ctic ite ed	n f m (unl	or or es	one gro s it	e ite up is p	em (o (exce oart c	raç epto faç	group (contribi group (of simi utions of simi	lar items) for reportable in
Par		tion on Dona																			
2	2 Check the box that describes the type of property donated. a ☐ Art* (contribution of \$20,000 or more) e ☑ Other Real Estate b ☐ Qualified Conservation Contribution f ☐ Securities									i ☐ Vehicles j ☐ Clothing and household items k ☐ Other											
Note	historical memor	rabilia, and other : clude coins, stam	similar objec ps, books, g	ts. ems	s, je	weli	ry, s	port	s me	emoi	rabi	lia, d	lob	s, e	tc.,	but	not art				er, rare manuscripts
	in Certain Cases	s, you must alla	Cii a quaiiii	eu	app	Ji ais	Saic	ון וכ	ie pi	Ope	erty	. 36	-e 1	1151	ruc	LIOII	5.				1
3	3 (a) Description of donated property (if you need more space, attach a separate statement)																	nated, give the time o		(c) Appraised fair market value	
Α	A 0.835 acres for County Road ROW					Ve	ery (300	d												
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С								_					1	~\ F	au b.		ام ممامم	_			
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	dor	nor		adjusted basis rec							received and attach as a						claimed uction ctions)	(i) Date of contribution (see instructions)
A								-					\perp					1			
B	1	1						- 1					- 1					- 1			T. Control of the Con

Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number Nathan L. Helton, Jr. and Susan L. Helton Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ June 3, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 7/ 7/2020 3:09 PM Total \$ 0.00 6 Pages

1840925

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0203816
Pate Road
G, D, B & Pave from CR 62 to EOM
05-41-06-24-0-000-006.001
Tract No. 7

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Nathan L. Helton, Jr., and Susan L. Helton, husband & wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 5 South, Range 4 East, identified as Tract Number 7 on Pate Road, Project No. 0203816 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported southeast corner of the Northwest Quarter of the Southwest Quarter of Section 24, Township 5 South, Range 4 East, in Baldwin County, Alabama (the grantor's southeast property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence N89°59'27"W along the grantor's south property line a distance of 1315.51 feet to the grantor's southwest property corner;

Thence N0°6'20"E along the grantor's west property line a distance of 48.52 feet to the grantor's property corner;

Thence N90°0'00"E along the acquired R/W line a distance of 1316.18 feet to the grantor's east property line;

Rev 10/03

Thence S0°58'36"W along the grantor's east property line a distance of 48.76 feet to the Point of Beginning of the property herein conveyed and containing 1.470 acres, more or less.

**(0.635 acres of the acquired right-of-way is prescriptive and owned by the grantee

and 0.835 acres is being acquired from the Grantor.)

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and

entities interested therein and as shown on the Property Sketch attached hereto and made a part

hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and

assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself

(ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to

and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in

fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and

lawful right to sell and convey the same as aforesaid; that the same is free of all

encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on

October 1, last past, and which is to be paid by the grantor; and that I (we) will forever

warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that

the purchase price above-stated is in full compensation to him-her (them) for this

conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this

the 3 day of Tune, 2020.

Swan & Helton

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN

I, <u>Tate Chaffant</u>, a Notary Public, in and for said County in said State, hereby certify that <u>Nathan L. Helton</u>, <u>Jr.</u>, and <u>Susan L. Helton</u>, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3 day of June, 2020.

NOTARY PUBLIC

TATE CHALFANT My Commission Expires February 6, 2024

Commission Expires:

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Pate Road From County Road 62 North to EOM Project No. 0203816 Tract No. 7

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the _____3__ day of _____, 2020.

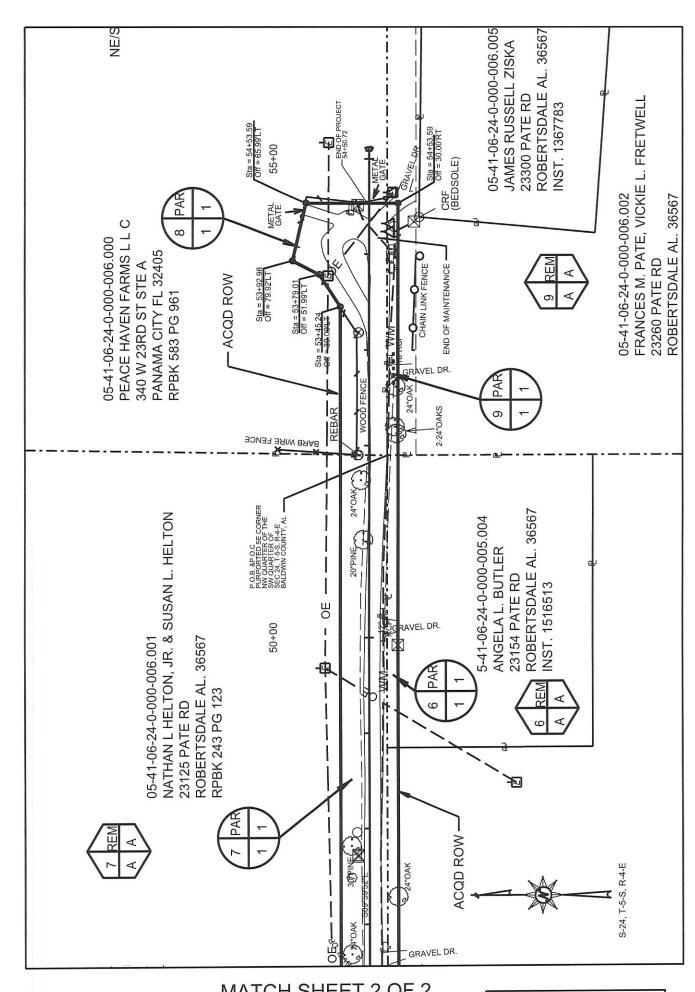
Mathan L. Helton, Jr.

Susan L. Helton

ACKNOWLEDGMENT

STATE OF ALABAMA)				
COUNTY OF BALDWIN)				
I, Tate Chalfant, a N Nathan L. Helton, Jr., and Susan L. Helton, Mathan L. Helton, Jr., and Susan L. Helton, Jr., and S	on, whose names and this day that, being the same bears day	are, signed to the for ing informed of the case.	egoing conveyance and contents of this conveya	d who are

Tate Challe



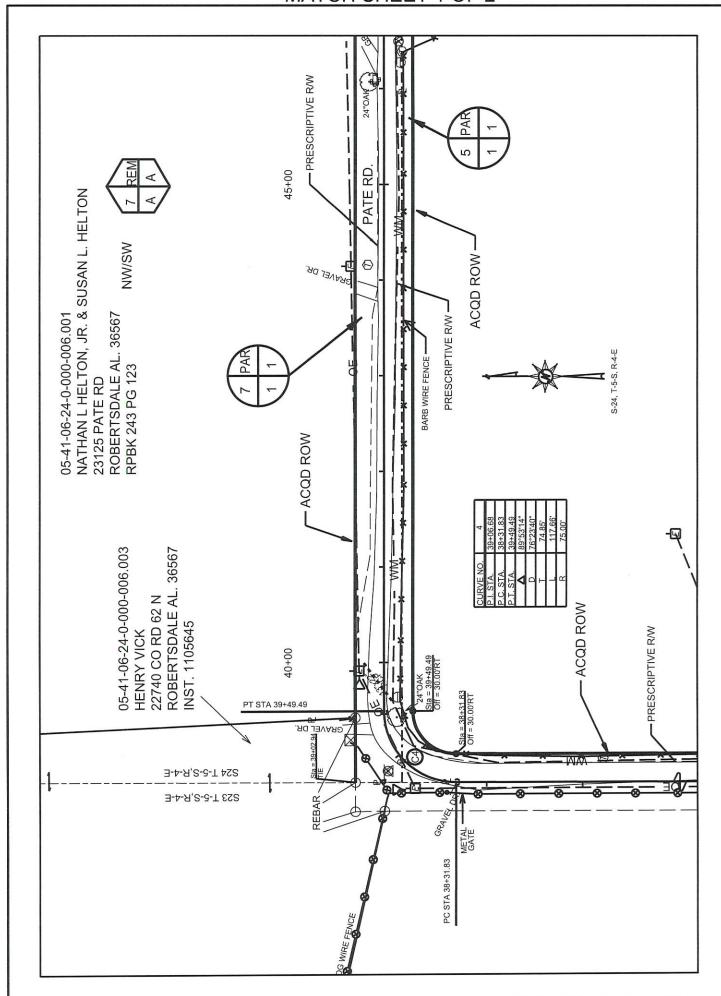
MATCH SHEET 2 OF 2

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	7 , JR & SUSAN L HELTON
OWNER NATHAN L HELTON, TOTAL ACREAGE	36.304
R.O.W. REQUIRED	1.470
PRESCRIPTIVE R.O.W.	0.635
T.C.E. REQUIRED	N/A
REMAINDER	34.834

PROJECT NO.	0203816	
COUNTY	BALDWIN	
SCALE:	1"=100'	
DATE;	05-18-2020	
REVISED:	N/A	
SHEET:	1 OF 2	
SHELL.		



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. OWNER NATHAN L HELTON	, JR & SUSAN L HELTON
TOTAL ACREAGE	36.304
R.O.W. REQUIRED	1.470
PRESCRIPTIVE R.O.W.	0.635
T.C.E. REQUIRED	N/A
REMAINDER ———	34.834

PROJECT NO.	0203816	
COUNTY	BALDWIN	
SCALE:	1"=100'	
DATE;	05-18-2020	
50 CO	N/A	
REVISED: _	2 OF 2	
SHEET:	2 01 2	





PATE ROAD (TRACT 7)





Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: Replacement

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

*Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220919 - Sonnie Lynn Lane (Tract 3)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.815 acres on Sonnie Lynn Lane (Tract 3) as a right-of-way donated to Baldwin County by H. Leslie Taylor Properties, Limited Partnership (50% interest) on December 30, 2019 (Instrument No. 1803385 of Baldwin County Judge of Probate) and Emmanuel Holdings, LLC (50% interest) on January 7, 2020 (Instrument No. 1806503 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Forms 8283 for the donated right -of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

Replacement Item due to incorrect Project Number listed in title. Correct Project No. is 0220919 instead of 0203816.

On December 30, 2019 and January 7, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Sonnie Lynn Lane from Leslie Taylor Properties, Limited Partnership and Emmanuel Holdings, LLC.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in

which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and
- 3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Forms. Mail originals to H. Leslie Taylor Properties, Limited Partnership and Emmanuel Holdings, LLC and send copies to Debra Morris and Tate Chalfant.

Contact:

H. Leslie Taylor Properties, Limited Partnership

c/o W. Leslie Macon, President P.O. Box 296 Silverhill, Alabama 36576

Emmanuel Holdings, LLC c/o Jack B. Key, III, Managing Member 450 Pinetree Road Hamilton, Georgia 31811

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Go to www.irs.gov/Form8283 for instructions and the latest information.

OMB No. 1545-0074

Attachment Sequence No. 155 Identifying number

Name(s) shown on your income tax return

H. Leslie Taylor Properties, Limited Partnership (Owner of 50% interest)

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section only an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

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Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number H. Leslie Taylor Properties, Limited Partnership (Owner of 50% interest) Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ December 30, 2019 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Go to www.irs.gov/Form8283 for instructions and the latest information.

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Emmanuel Holdings, LLC (Owner of 50% interest)

Identifying number

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Form 8283 (Rev. 12-2020) Page 2 Identifying number Name(s) shown on your income tax return Emmanuel Holdings, LLC (Owner of 50% interest) Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ January 7, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

FORM ROW-4 Rev 10/03

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 12/31/2019 1:08 PM TOTAL S 0.00 7 Pages THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA

COUNTY OF BALDWIN)

Project No. 0220919
Sonnie Lynn Lane
AFM from EOM North 0.57 Miles
05-40-09-30-0-000-011.000
Tract No. 3
(Deed 1 of 2)

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, the undersigned Grantor(s), H. Leslie Taylor Properties, LTD, an Alabama Limited Partnership, owner of a 50% interest, has this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, identified as Tract Number 3 on Sonnie Lynn Lane, Project No. 0220919 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported southwest corner of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, in Baldwin County, Alabama (the grantor's southwest property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence run northerly along the grantor's west property line a distance of 1334 feet, more or less, to the grantor's northwest property corner;

Thence run easterly along the grantor's north property line a distance of 28 feet, more or less, to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

Page 2 of 3

FORM ROW-4 Rev 10/03

Thence run southerly along the acquired R/W line a distance of 1334 feet, more or less, to a point on the grantor's south property line;

Thence run westerly along the grantor's south property line a distance of 25 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.815 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, the Grantors, for itself, its successors and assigns, hereby covenant to and with Baldwin County, Alabama, that it is lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that it has a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to itself for this conveyance.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the day of ________, 2019.

H. Leslie Taylor Properties, LTD, an Alabama Limited Partnership

By: HLT, Inc., an Alabama Corporation, General Partner

By: W. Leslie Macon, President

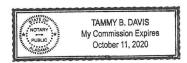
ACKNOWLEDGMENT

COUNTY OF BALDWIN

Given under my hand and official seal this 30 day of December, 2019.

NOTARY PUBLIC

My Commission Expires:



WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Sonnie Lynn Lane AFM from EOM North 0.57 Miles Project No. 0220919 Baldwin County, Alabama Tract 3 (Waiver 1 of 2)

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

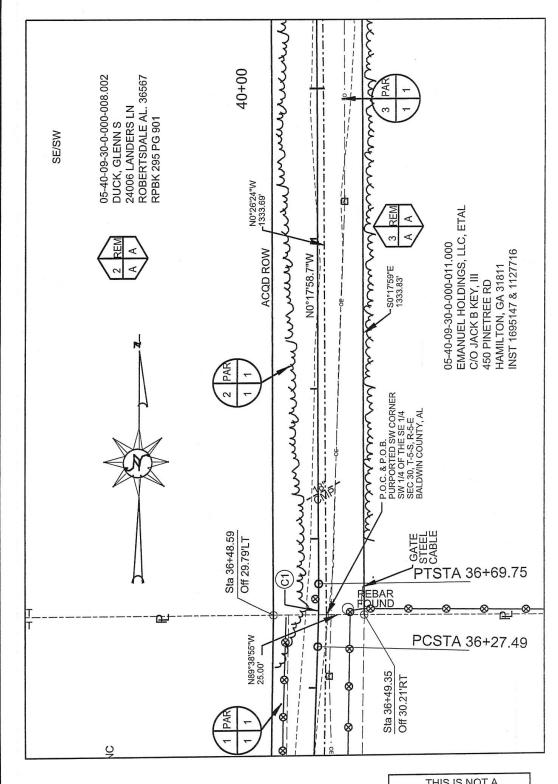
ACKNOWLEDGMENT

STATE OF ALABAMA)			
COUNTY OF BALDWIN)			
I, Lammy B Davis hereby certify that, W. Leslie M.	, a Notary Public	c, in and for said	d County in said State
H. Leslie Taylor Properties, L conveyance and who is known	TD, an Alabama Limited P n to me, acknowledged befo	P <u>artnership</u> , is s ore me on this d	igned to the foregoin ay that, being informe
of the contents of this instrum voluntarily on the day the same	e bears date.	day of Occ	ity, executed the sam
Given under my hand a	and official seal tris	an Bo	Tris
		7 3.	NOTARY PUBLIC
	My Co	ommission Expi	res:
		NOTARY PUBLIC	TAMMY B. DAVIS My Commission Expires October 11, 2020

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576

MATCH SHEET 2 OF 3



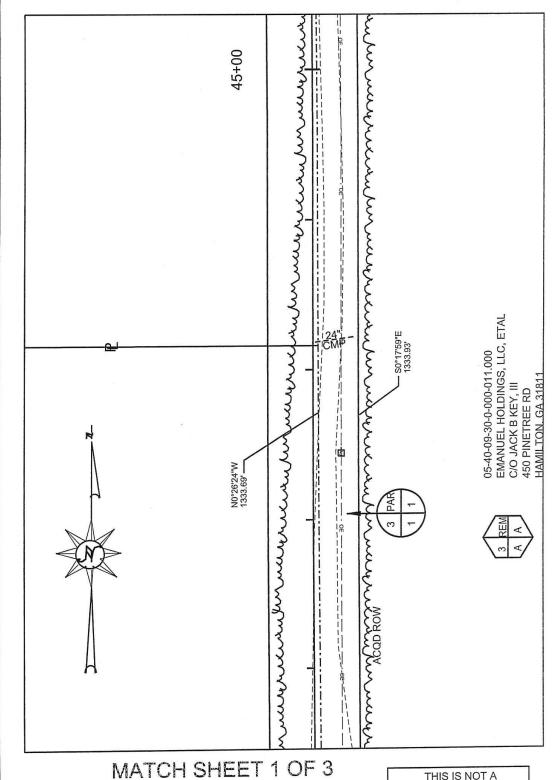
THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	3	_
OWNER EMANUEL HOLDING	SS, LLC, ETAL C/O JACK B KEY	
TOTAL ACREAGE	40.402	_
R.O.W. REQUIRED	0.815	_
PRESCRIPTIVE R.O.W.	N/A	_
T.C.E. REQUIRED	N/A	
	39.587	
REMAINDER		

PROJECT NO	0220919	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	12-04-2019	
REVISED:	N/A	
SHEET:	1 OF 3	

MATCH SHEET 3 OF 3

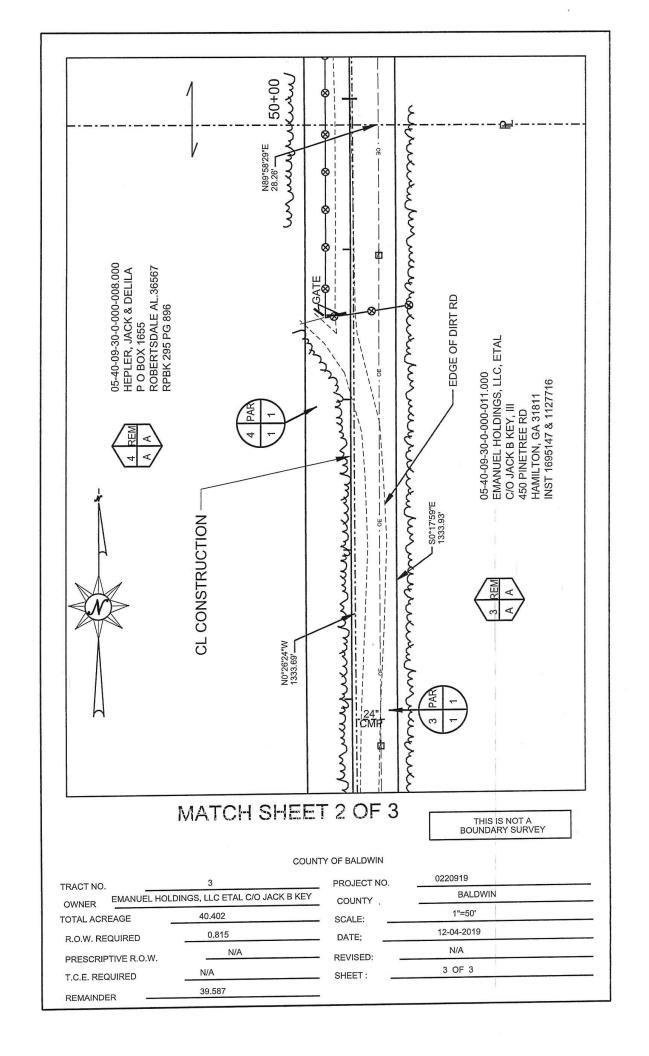


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COUNTY OF BALDWIN

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	39.587
REMAINDER ———	

PROJECT N	O. 0220919	
COUNTY	BALDWIN	
SCALE: _	1"=50'	
DATE:	12-04-2019	
REVISED:	N/A	
SHEET: .	2 OF 3	



Teddy Faust, Revenue Commissioner P.O. Box 1389 Bay Minette, Alabama 36507 Phone (251)937-0245

Name Address	H LESLIE TAYLOR C/O PDS COMPANIE P O BOX 13519	PROPERTIES LTD (Request Year	
Prop Add	ARLINGTON	TX 76094			5
	40-09-30-0-000-0 AC(C) SW1/4 OF S		R5E (WD)	Acct PPIN	348077 34199
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I ar	m over 65 or disa	bled with an ann	ual income	e Fed	
Owne	er occupied does	not rent (second		ı	
Othe	er				
affirm the for taxate present to the Person Ma	be administered to hat the foregoing tion is in this contax year, so help aking Assessment d subscribed before	property returnounty, the first me God.	ned by me		
Teddy Fai	leson		/		_
12	Commissioner				

*** PROPERTY TAXES IN THE PREVIOUS OR CURRENT OWNERS NAME IS YOUR RESPONSIBILTY, EVEN IF A TAX BILL IS NOT RECEIVED! ***

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA

COUNTY OF BALDWIN

Project No. 0220919 Sonnie Lynn Lane AFM from EOM North 0.57 Miles 05-40-09-30-0-000-011.000 Tract No. 3

(Deed 2 of 2)

OF

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, the undersigned Grantor(s), Emanuel Holdings, LLC, an Alabama Limited Liability Company, owner of 50% interest, has this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, identified as Tract Number 3 on Sonnie Lynn Lane, Project No. 0220919 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported southwest corner of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, in Baldwin County, Alabama (the grantor's southwest property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence run northerly along the grantor's west property line a distance of 1334 feet, more or less, to the grantor's northwest property corner;

Thence run easterly along the grantor's north property line a distance of 28 feet, more or less, to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 1/17/2020 3:11 PM TOTAL \$ 0.00 7 Pages



FORM ROW-4 Rev 10/03 Page 2 of 3

Thence run southerly along the acquired R/W line a distance of 1334 feet, more or less, to a point

on the grantor's south property line;

Thence run westerly along the grantor's south property line a distance of 25 feet, more or less, to

the Point of Beginning of the property herein conveyed and containing 0.815 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a

copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part

hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and

assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, the Grantors, for itself, it's

successors and assigns, hereby covenant to and with Baldwin County, Alabama, that it is

lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove

described; that it has a good and lawful right to sell and convey the same as aforesaid; that

the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes

which attached on October 1, last past, and which is to be paid by the grantor; and that it will

forever warrant and defend the title thereto against the lawful claims of all persons

whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that

the purchase price above-stated is in full compensation to itself for this conveyance.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the

day of Callery, 2020.

Emanuel Holdings, LLC, an Alabama

Limited Liability Company

By:

Jack B. Key, III, Managing Member

ACKNOWLEDGMENT

COUNTY OF Muscogee)

I, <u>Jack B. Key, III whose name as Managing Member of Emanuel Holdings.</u>

LLC, an Alabama Limited Liability Company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he as Managing Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7 day of January, 2020.

My Commission Expires: CC+7 2023

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Sonnie Lynn Lane AFM from EOM North 0.57 Miles Project No. 0220919 Baldwin County, Alabama Tract 3 (Waiver 2 of 2)

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-ofentry for the construction of same.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) on this

Emmanuel Holdings, LLC, an Alabama

Limited Liability Company

By: Jack B. Key, III, Managing Member

ACKNOWLEDGMENT

COUNTY OF /

I, James Mason, a Notary Public, in and for said County in said State, hereby certify that, Jack B. Key, III whose name as Managing Member of Emanuel Holdings, LLC, an Alabama Limited Liability Company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he as Managing Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

My Commission Expires: 6C+ 4, 2623

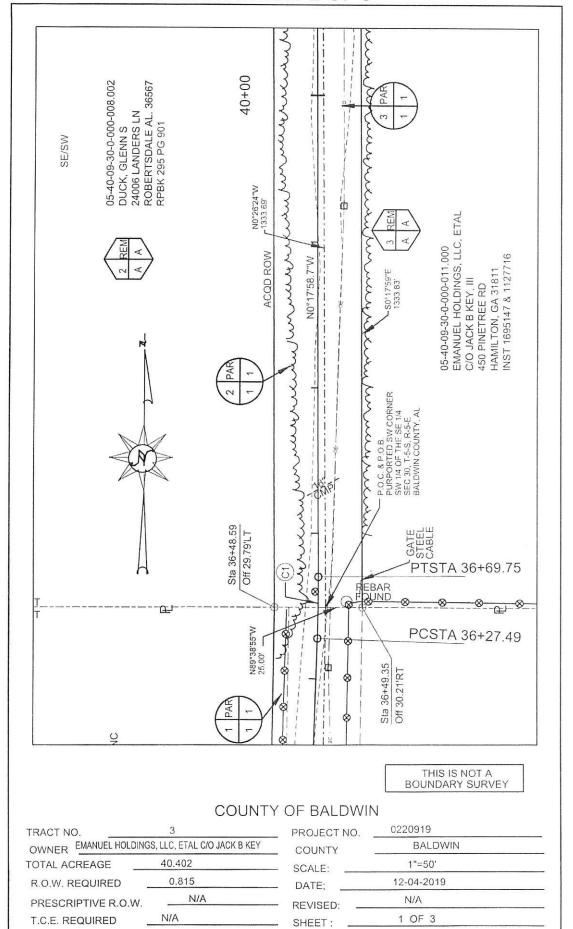
GRANTEE'S MAILING ADDRESS

BALDWIN COUNTY HIGHWAY DEPARTMEN

P.O. BOX 220

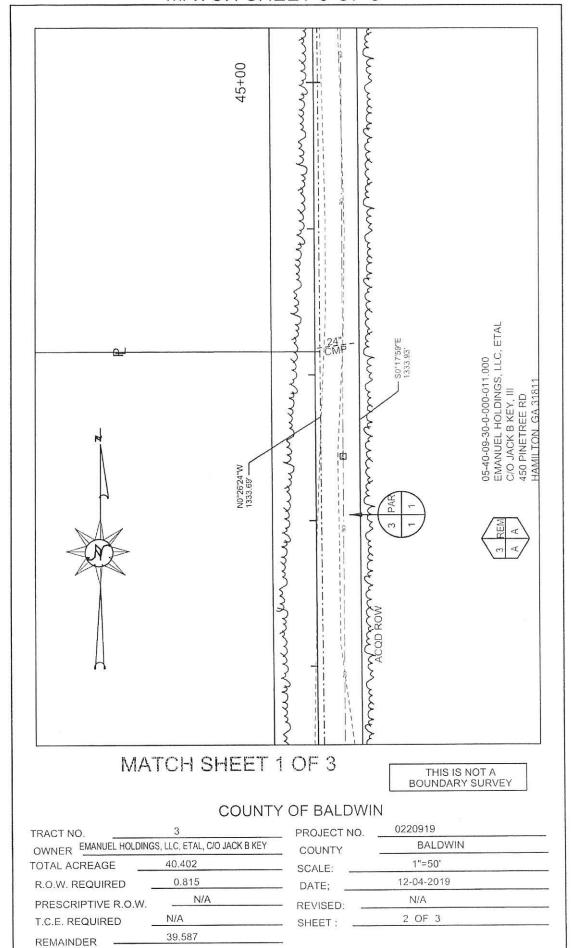
SILVERHILL, ALABAMA 36576

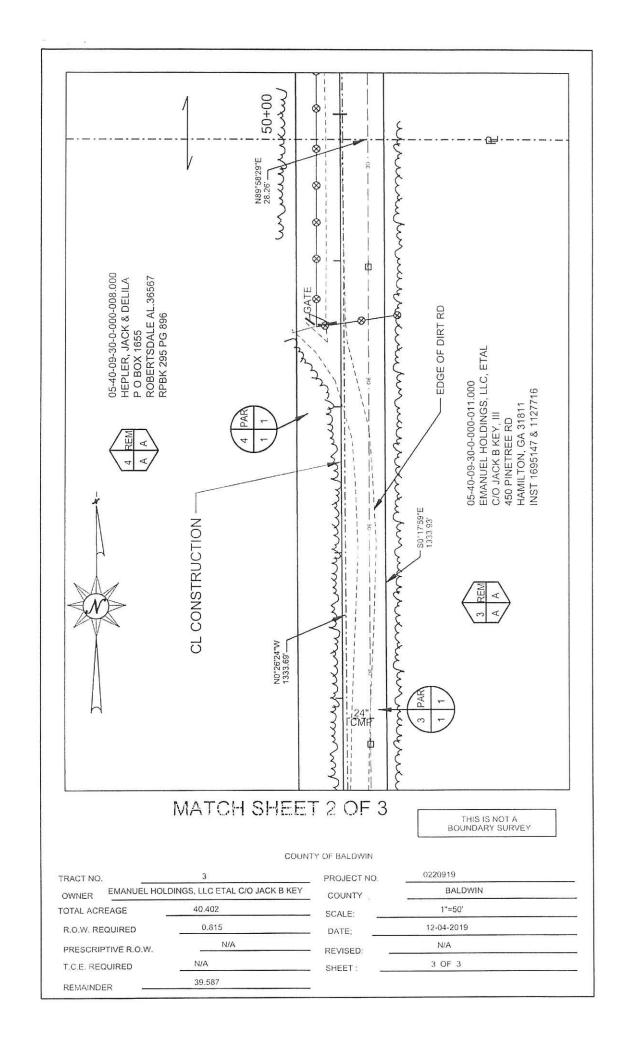
MATCH SHEET 2 OF 3



39.587

REMAINDER





REAL PROPERTY ASSESSMENT - BALDWIN COUNTY

Teddy Faust, Revenue Commissioner P.O. Box 1389 Bay Minette, Alabama 36507 Phone (251) 937-0245 H LESLIE TAYLOR PROPERTIES LTD (50% INT) Request 1633072 Name Address C/O PDS COMPANIES Year 2021 P O BOX 13519 ARLINGTON TX 76094 5 Prop Add Acct 348077 Parcel 40-09-30-0-000-011.000 PPIN 34199 Legal 40 AC(C) SW1/4 OF SE1/4 SEC 30-T5S-R5E (WD) Deed Book Page 1806503 IN Notes ROW Routing: Mapping (X) Appraisal () Assessor (X) Personal () Collector () Date Entered: 1 / 23 / 2020 by: EREEVES

I certify under oath and subject to the penalties provided by law that:

____ I am the owner and occupant of the property in which I make this Homestead Exemption Claim.

____ I am over 65 or disabled with an annual income Fed_____ AL ______

___ Owner occupied does not rent (second home)

____ Other ______

Oath to be administered to taxpayer. I do solemnly swear or affirm that the foregoing property returned by me for taxation is in this county, the first of October of the present tax year, so help me God.

Person Making Assessment

Sworn and subscribed before me this _____, 20____

Teddy Faust

Revenue Commissioner

*** PROPERTY TAXES IN THE PREVIOUS OR CURRENT OWNERS NAME IS YOUR RESPONSIBILTY, EVEN IF A TAX BILL IS NOT RECEIVED! ***









Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203816 - Sonnie Lynn Lane (Tract 3)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.815 acres on Sonnie Lynn Lane (Tract 3) as a right-of-way donated to Baldwin County by H. Leslie Taylor Properties, Limited Partnership (50% interest) on December 30, 2019 (Instrument No. 1803385 of Baldwin County Judge of Probate) and Emmanuel Holdings, LLC (50% interest) on January 7, 2020 (Instrument No. 1806503 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Forms 8283 for the donated right -of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On December 30, 2019 and January 7, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Sonnie Lynn Lane from Leslie Taylor Properties, Limited Partnership and Emmanuel Holdings, LLC.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

File #: 21-0443, Version: 1

2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign IRS Forms. Mail originals to H. Leslie Taylor Properties, Limited Partnership and Emmanuel Holdings, LLC and send copies to Debra Morris and Tate Chalfant.

Contact:

H. Leslie Taylor Properties, Limited Partnership c/o W. Leslie Macon, President P.O. Box 296 Silverhill, Alabama 36576

Item #: BN13

File #: 21-0443, **Version:** 1 **Item #:** BN13

Emmanuel Holdings, LLC c/o Jack B. Key, III, Managing Member 450 Pinetree Road Hamilton, Georgia 31811

Additional instructions/notes: N/A

Form **8283**

(Rev. December 2020) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Go to www.irs.gov/Form8283 for instructions and the latest information.

OMB No. 1545-0074

Attachment Sequence No. 155 Identifying number

Name(s) shown on your income tax return

H. Leslie Taylor Properties, Limited Partnership (Owner of 50% interest)

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section only an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

	Securitie	es and certain	other propert	y even i	i the a	auctio	1118	more ma	ιι φο,υι	Ju. See mstructio	MS.	
Par	t I Informat	ion on Donat	ed Property-	-If you	need n	nore sp	ace	, attach a	staten	nent.		
1					. Also en	a vehicle er the vehi m 1098-C	cle ic	(For	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)			
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Note	: If the amount yo	u ciaimed as a	deduction for a	ın item is	\$500 C	or iess, y	ou c	not nave	e to cor	nplete columns (e)	, (r), and (g).	
	(d) Date of the contribution (e) Date acquired by donor (mo., yr.) (f) How				(g) Donor's cost or adjusted basis			h) Fair marke (see instruct		(i) Method used the fair mar		
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3601	Inventor which you Section	ry Reportable ou claimed a c	e in Section A leduction of n separate form	N—Com nore that for eac	nplete 1 n \$5,0 h item	his sec 00 per i donate	tion tem d ui	for one if or group nless it is	tem (or exce part of	les, Intellectual a group of similant contributions in a group of similant instructions.	ar items) for reportable in	
Par	t I Informat	ion on Donat	ed Property			-						
2	Check the box of a Art* (conditions) a Art* (conditions) b Qualified c Equipme d Art* (conditions) * Art includes pair	that describes t tribution of \$20, Conservation (ent tribution of less ntings, sculptures	he type of prop ,000 or more) Contribution than \$20,000) , watercolors, pri	•	e 🗸 (f 🗌 9 g 🔲 (h 🔲 li	Other Re Securities Collectible Intellecturamics, ar	s les** al P	roperty	i j k ve arts,		household items er, rare manuscripts,	
Note	historical memora **Collectibles incl : In certain cases,	lude coins, stamp	s, books, gems,							as defined above.		
3	(a) Description	(b) If a	any tangib ary of the	(c) Appraised fair market value								
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A B	0.815 acres for Co	very	Very Good									
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	(d) Date acquired by donor (mo., yr.)	(e) Hov	v acquired by dono	r		onor's cost usted basi		(g) For barge enter an received an a separate s	nount d attach	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)	
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С

Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number H. Leslie Taylor Properties, Limited Partnership (Owner of 50% interest) Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ December 30, 2019 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

Form **8283** (Rev. December 2020)

Department of the Treasury

Internal Revenue Service

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

► Go to www.irs.gov/Form8283 for instructions and the latest information.

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Emmanuel Holdings, LLC (Owner of 50% interest)

Identifying number

Sect	ion A. Donate	d Property of	\$5.000 o	r Le	SS	and	Puk	olicl	v Tı	rade	ed \$	Sec	uri	ties	-List	t in this section	only an item
	(or a gr	oup of similar	items) for	whice	ch y	ou c	clain	ned	a d	edu	ctic	on c	of \$	5,00	0 or I	ess. Also list pu 00. See instruct	ıblicly traded
Par	t I Informa	tion on Dona	ted Prope	erty-	—If	you	nee	d m	ore	spa	се	, att	tacl	h a s	taten	nent.	
1 (a) Name and address of the donee organization					(b) If donated property is a vehicle (see instructions), (c)									(For	c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)		
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2		that describes			pert	-	_										
	•	ntribution of \$20		,						Rea		state	е		i	☐ Vehicles	
		d Conservation	Contributio	n			f [ities ctible					J		d household items
	c ☐ Equipmed Art* (cor	ent ntribution of less	than \$20 ()))			g L h			ectua			artv		k	t ☐ Other	
	* Art includes pa	intings, sculpture	s, watercolo	rs, pr	ints,		_						•		e arts,	textiles, carpets, sil	ver, rare manuscript
		rabilia, and other s clude coins, stam	•		iew	elrv. s	sport	s me	mora	abilia	. do	lls. e	etc	but n	not art	as defined above.	
Note:	In certain cases	-			•	•					-	-					
3		on of donated prope ce, attach a separat		d												as donated, give a brief ty at the time of the gift	
Α	0.815 acres for C	ounty Road ROV	V			Very	Goo	d									
В																	
С							_					(-) [
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	/ dono	or					cost (basis		rec	ente eive	er amo d and	n sales, unt attach tement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
Α			<u> </u>				\perp										
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Form 8283 (Rev. 12-2020) Page 2 Name(s) shown on your income tax return Identifying number Emmanuel Holdings, LLC (Owner of 50% interest) Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . (2) For any prior tax years ▶ Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property ▶ Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to **c** Is there a restriction limiting the donated property for a particular use? Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies Part III as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) ▶ Date ▶ Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature ▶ Here Title ▶ Appraiser name ▶ Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ January 7, 2020 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507 Date Authorized signature Title Chairman

FORM ROW-4 Rev 10/03

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert, 12/31/2019 1:08 PM
TOTAL S 0.00
7 Pages

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0220919
Sonnie Lynn Lane
AFM from EOM North 0.57 Miles
05-40-09-30-0-000-011.000
Tract No. 3
(Deed 1 of 2)

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, the undersigned Grantor(s), H. Leslie Taylor Properties, LTD, an Alabama Limited Partnership, owner of a 50% interest, has this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, identified as Tract Number 3 on Sonnie Lynn Lane, Project No. 0220919 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported southwest corner of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, in Baldwin County, Alabama (the grantor's southwest property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence run northerly along the grantor's west property line a distance of 1334 feet, more or less, to the grantor's northwest property corner;

Thence run easterly along the grantor's north property line a distance of 28 feet, more or less, to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576

Page 2 of 3

FORM ROW-4 Rev 10/03

Thence run southerly along the acquired R/W line a distance of 1334 feet, more or less, to a point on the grantor's south property line;

Thence run westerly along the grantor's south property line a distance of 25 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.815 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, the Grantors, for itself, its successors and assigns, hereby covenant to and with Baldwin County, Alabama, that it is lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that it has a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to itself for this conveyance.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the day of ________, 2019.

H. Leslie Taylor Properties, LTD, an Alabama Limited Partnership

By: HLT, Inc., an Alabama Corporation, General Partner

By: W. Leslie Macon, President

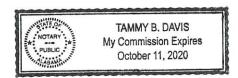
ACKNOWLEDGMENT

COUNTY OF BALDWIN

Given under my hand and official seal this 30 day of ecember, 2019.

NOTARY PUBLIC

My Commission Expires:



WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Sonnie Lynn Lane
AFM from EOM North 0.57 Miles
Project No. 0220919
Baldwin County, Alabama
Tract 3
(Waiver 1 of 2)

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS	WHEREOF, I (we) ha	ave hereunto set my (our) hand(s) and seal(s) on this
the <u>30</u>		
day of	, 2019.	
		H. Leslie Taylor Properties, LTD an
		Alabama Limited Partnership
		By: HLT, Inc., an Alabama
		Corporation, General Partner
		By: W Sestis Macon
		W. Leslie Macon, President

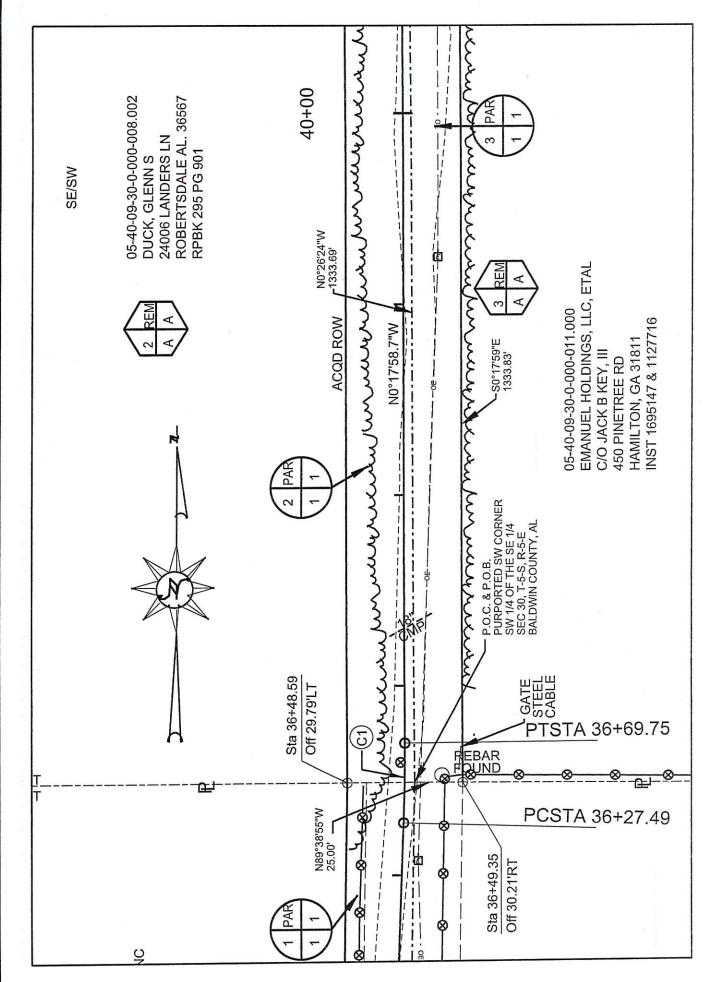
ACKNOWLEDGMENT

STATE OF ALABAMA)	
COUNTY OF BALDWIN)	
H. Leslie Taylor Properties conveyance and who is kno of the contents of this instr voluntarily on the day the s	ie Macon, whose name as Pre s, LTD, an Alabama Limited F own to me, acknowledged befo ument, he as such officer and	c, in and for said County in said State, sident of HLT, Inc., General Partner of Partnership, is signed to the foregoing ore me on this day that, being informed with full authority, executed the same day of location, 2019.
		NOTARY PUBLIC
	My Co	ommission Expires:
		TAMAY P. DAVIG

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 My Commission Expires October 11, 2020

MATCH SHEET 2 OF 3



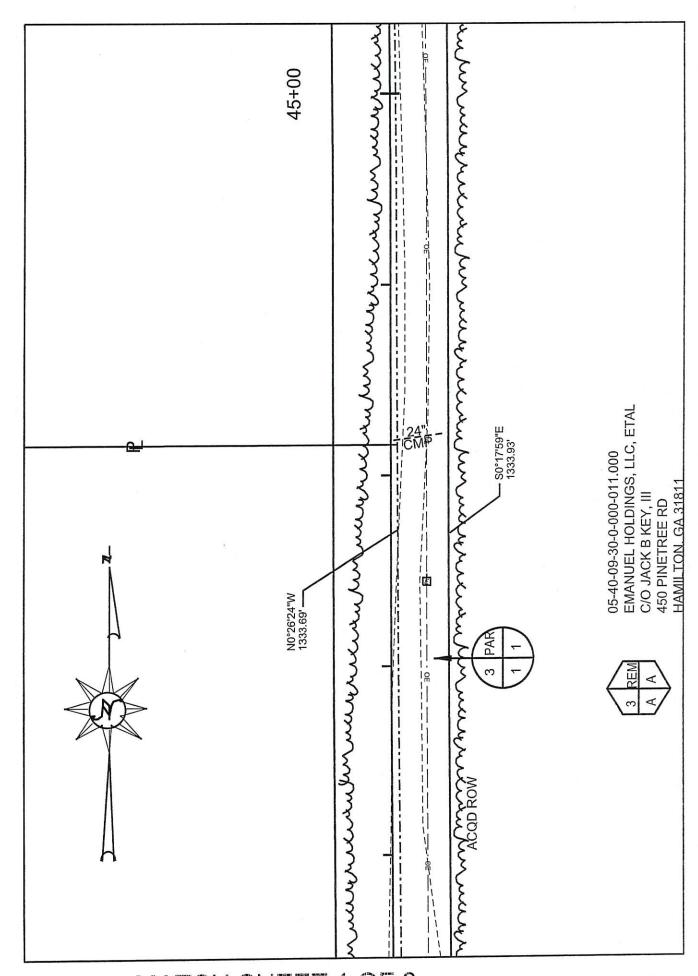
THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	3	_ PROJEC
OWNER EMANUEL HOLDING	COUNT	
TOTAL ACREAGE	40.402	- SCALE:
R.O.W. REQUIRED	0.815	- DATE;
PRESCRIPTIVE R.O.W.	N/A	- REVISE
T.C.E. REQUIRED	N/A	- SHEET
	39.587	_
REMAINDER		

PROJECT NO	0220919	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	12-04-2019	
REVISED:	N/A	
SHEET: _	1 OF 3	
OHLLI		

MATCH SHEET 3 OF 3



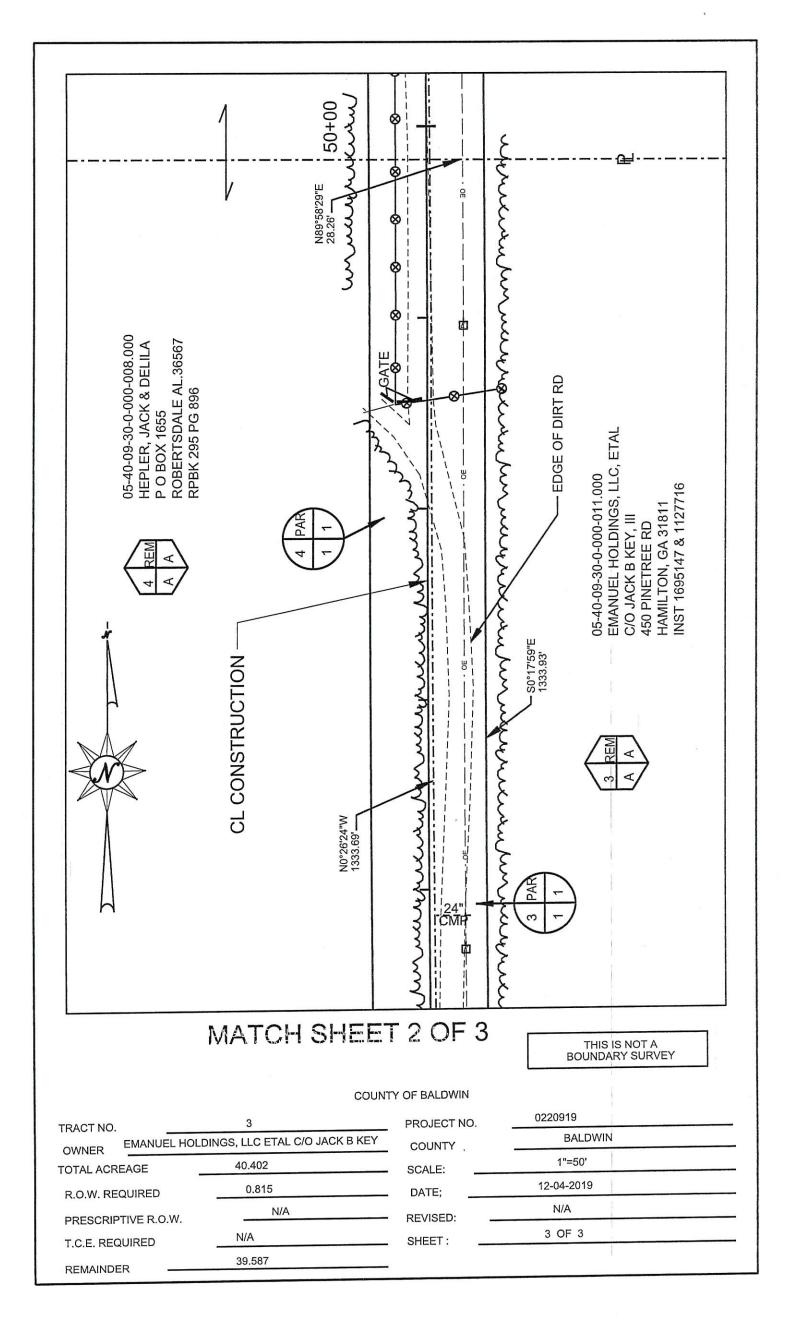
MATCH SHEET 1 OF 3

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. OWNER EMANUEL HOLDING	3 GS, LLC, ETAL, C/O JACK B KEY
TOTAL ACREAGE	40.402
R.O.W. REQUIRED .	0.815
PRESCRIPTIVE R.O.W.	N/A
T.C.E. REQUIRED	N/A
REMAINDER ———	39.587
INCIVIATIVE -	

PROJECT I	NO. 0220919	
COUNTY.	BALDWIN	_
SCALE:	1"=50'	
DATE; _	12-04-2019	
	N/A	
REVISED:	2 OF 3	_
SHEET:		_



REAL PROPERTY ASSESSMENT - BALDWIN COUNTY

Revenue	Commissioner
9	
Alabama	36507
37-0245	
) Alabama

	H LESLIE TAYLOR		(50% INT)			
Address	C/O PDS COMPANIE P O BOX 13519	S		Year	2021	
Prop Add	ARLINGTON	TX 76094			5	
	40-09-30-0-000-0 AC(C) SW1/4 OF S		-R5E (WD)	Acct PPIN	348077 34199	
Deed Bool Notes ROV	k Page 18033 W	85 IN				
Routing:N Date Ente	Mapping (X) Appra ered: 12 / 31 / 2	isal () Assess 019 by:BHENDERS	or (X) Pers	sonal ()	Collector	(
I certify	y under oath and	subject to the	penalties p	provided b	y law	
I ar	m the owner and o e this Homestead			n which I		
I ar	m over 65 or disa	bled with an an	nual income	e Fed		
Owne	er occupied does	not rent (secon				
Othe	er					
affirm the for taxate present to the present to the present to the present the	be administered to nat the foregoing tion is in this contact year, so help with the second to the se	property retuounty, the firs	rned by me		9	
Teddy Fai			1		_	
kevenue (Commissioner					

*** PROPERTY TAXES IN THE PREVIOUS OR CURRENT OWNERS NAME IS YOUR RESPONSIBILTY, EVEN IF A TAX BILL IS NOT RECEIVED! ***

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA

COUNTY OF BALDWIN

Project No. 0220919 Sonnie Lynn Lane AFM from EOM North 0.57 Miles 05-40-09-30-0-000-011.000

Tract No. 3 (Deed 2 of 2)

OF

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, the undersigned Grantor(s), Emanuel Holdings, LLC, an Alabama Limited Liability Company, owner of 50% interest, has this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, identified as Tract Number 3 on Sonnie Lynn Lane, Project No. 0220919 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

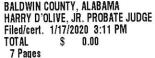
Commencing at the purported southwest corner of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, in Baldwin County, Alabama (the grantor's southwest property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence run northerly along the grantor's west property line a distance of 1334 feet, more or less, to the grantor's northwest property corner;

Thence run easterly along the grantor's north property line a distance of 28 feet, more or less, to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576





FORM ROW-4 Rev 10/03

Thence run southerly along the acquired R/W line a distance of 1334 feet, more or less, to a point

Page 2 of 3

on the grantor's south property line;

Thence run westerly along the grantor's south property line a distance of 25 feet, more or less, to

the Point of Beginning of the property herein conveyed and containing 0.815 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a

copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part

hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and

assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, the Grantors, for itself, it's

successors and assigns, hereby covenant to and with Baldwin County, Alabama, that it is

lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove

described; that it has a good and lawful right to sell and convey the same as aforesaid; that

the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes

which attached on October 1, last past, and which is to be paid by the grantor; and that it will

forever warrant and defend the title thereto against the lawful claims of all persons

whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that

the purchase price above-stated is in full compensation to itself for this conveyance.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the

day of Cillula u, 2020.

Emanuel Holdings, LLC, an Alabama

Limited Liability Company

By:

Jack B. Key, III, Managing Member

ACKNOWLEDGMENT

COUNTY OF Muscogle)

I, <u>James R. Mason</u>, a Notary Public, in and for said County in said State, hereby certify that, <u>Jack B. Key, III whose name as Managing Member of Emanuel Holdings</u>, <u>LLC</u>, an <u>Alabama Limited Liability Company</u>, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he as Managing Member and with full authority, executed the same voluntarily on the day the same bears date.

My Commission Expires: (x) + 7 + 2023

S OTA AL

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Sonnie Lynn Lane AFM from EOM North 0.57 Miles Project No. 0220919 Baldwin County, Alabama Tract 3 (Waiver 2 of 2)

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) on this the ________, 20_2.

lay of _________, 20_2.

Emmanuel Holdings, LLC, an Alabama

By: Jack B. Key, III, Managing Member

Limited Liability Company

ACKNOWLEDGMENT

STATE OF Course (COUNTY OF Muscoyee)

I, James / Vasan, a Notary Public, in and for said County in said State, hereby certify that, Jack B. Key, III whose name as Managing Member of Emanuel Holdings, LLC, an Alabama Limited Liability Company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he as Managing Member and with full authority, executed the same voluntarily on the day the same bears date.

NOTARY PUBLIC

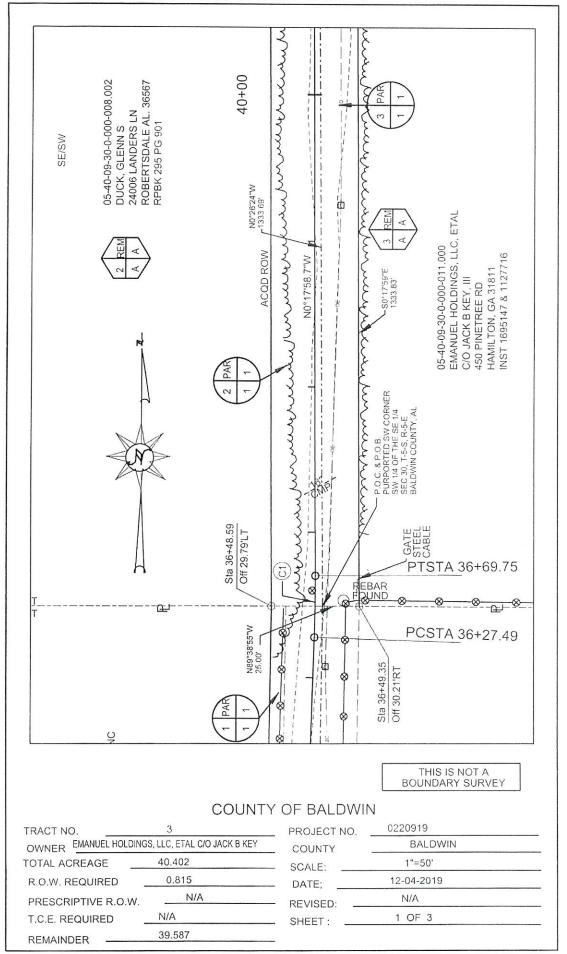
My Commission Expires: 6C+ 4, 2023

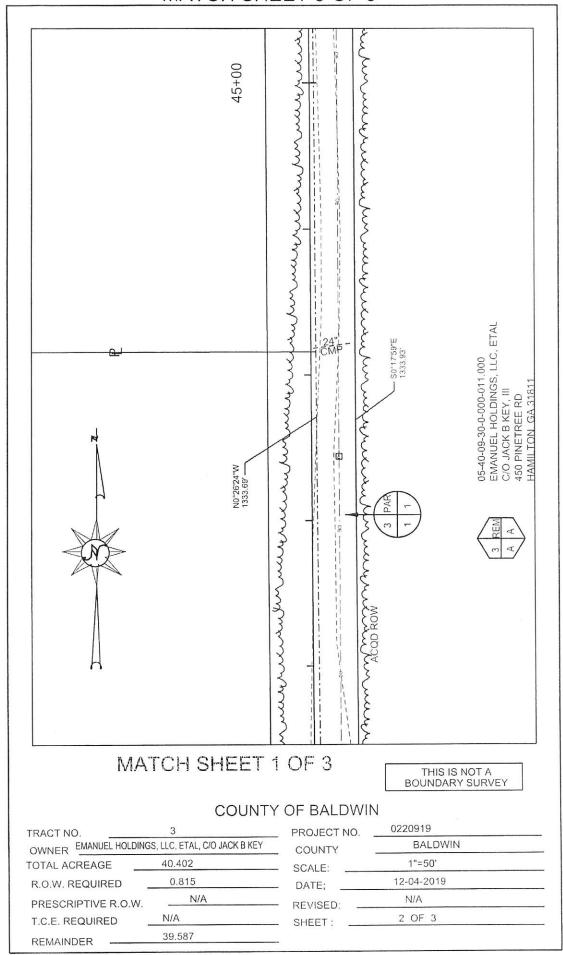
GRANTEE'S MAILING ADDRESS:

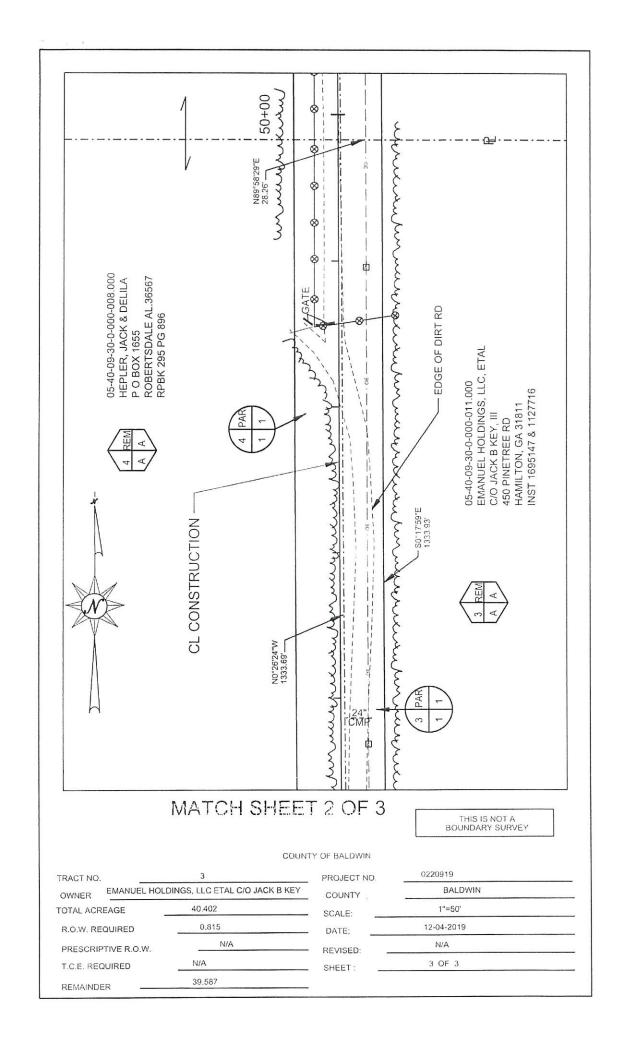
BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220

SILVERHILL, ALABAMA 36576

MATCH SHEET 2 OF 3







P.O. Box 1389

Teddy Faust, Revenue Commissioner

Bay Minette, Alabama 36507

REAL PROPERTY ASSESSMENT - BALDWIN COUNTY

Phone (251) 937-0245 Name H LESLIE TAYLOR PROPERTIES LTD (50% INT) Request 1633072 Address C/O PDS COMPANIES Year P O BOX 13519 ARLINGTON TX 76094 5 Prop Add Acct 348077 Parcel 40-09-30-0-000-011.000 PPIN 34199 Legal 40 AC(C) SW1/4 OF SE1/4 SEC 30-T5S-R5E (WD) Page 1806503 IN Deed Book Notes ROW Routing: Mapping (X) Appraisal () Assessor (X) Personal () Collector () Date Entered: 1 / 23 / 2020 by: EREEVES I certify under oath and subject to the penalties provided by law that: ____ I am the owner and occupant of the property in which I make this Homestead Exemption Claim. I am over 65 or disabled with an annual income Fed AL _____ Owner occupied does not rent (second home) Other _____ Oath to be administered to taxpayer. I do solemnly swear or affirm that the foregoing property returned by me for taxation is in this county, the first of October of the present tax year, so help me God. Person Making Assessment Sworn and subscribed before me this , 20 Teddy Faust Revenue Commissioner

*** PROPERTY TAXES IN THE PREVIOUS OR CURRENT OWNERS NAME IS YOUR RESPONSIBILTY, EVEN IF A TAX BILL IS NOT RECEIVED ! ***









Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Ron Ballard, Juvenile Detention Center Director

Submitted by: Ron Ballard, Juvenile Detention Center Director

ITEM TITLE

Department of Youth Services (DYS) Part 1 and Part 2 Grant Subsidy Agreement Fiscal Year 2020-2021

STAFF RECOMMENDATION

Take the following actions:

1) Authorize the Chairman to execute the Alabama Department of Youth Services (DYS) Part 1 Grant/Subsidy Agreement Fiscal Year 2020-2021 and any related documents, which awards the Baldwin County Regional Juvenile Detention Center (JDC) \$14,000.00 per county for providing six (6) counties at a minimum of one bed per day per county for a total of \$84,000.00 for the following counties:

Baldwin, Choctaw, Clarke, Conecuh, Escambia and Washington

2) Authorize the Chairman to execute the Alabama Department of Youth Services (DYS) Part 2 Grant/Subsidy Agreement Fiscal Year 2020-2021 and any related documents, which awards the Baldwin County Regional Juvenile Detention Center \$71,310.00 for the population of the regional service area. The formula provides \$0.2449789 per person based on the 2010 United States Census.

BACKGROUND INFORMATION

Previous Commission action/date: 02/04/2020

Background: The Baldwin County Regional Juvenile Detention Center in correlation with the Alabama Department of Youth Services provides a safe and secure environment for juveniles accused of committing a criminal act or are at risk to public safety, pending adjudication by the court. The Grant/Subsidy amount incorporates the distribution formula as required by Legislative Act 19-394.

FINANCIAL IMPACT

Total cost of recommendation: Revenue to the county of \$155,310.00

Budget line item(s) to be used: 105.44272

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Administration:

Mail signed agreement to: LeTonya Bowman, Accounting Director Department of Youth Services Post Office Box 66 Mount Meigs, Alabama 36057

Additional instructions/notes: N/A

File #: 21-0435, **Version:** 1 **Item #:** BO1

KAY IVEY GOVERNOR



STEVEN P. LAFRENIERE EXECUTIVE DIRECTOR

Post Office Box 66 Mt. Meigs, Alabama 36057

BP.

January 8, 2021

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

Dear Mr. Gruber:

Please find the enclosed FY 2021 grant agreement for the Local Detention Center Subsidy. This agreement incorporates the new distribution formula as required by Legislative Act 20-168. Population numbers are based on the 2010 U. S. Census.

Once signed, please return an original to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services Attn: LeTonya Bowman P.O. Box 66 Mount Meigs, AL 36057

Sincerely,

LeTonya Bowman Accounting Director

ALABAMA DEPARTMENT OF YOUTH SERVICES GRANT/SUBSIDY AGREEMENT Fiscal Year 2020 – 2021

The Alabama Department of Youth Services hereby awards to **Baldwin County Commission** (hereinafter called Recipient) the total amount of **One hundred fifty-five thousand, three hundred ten and no/100 dollars (\$155,310.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: **Baldwin, Choctaw, Clarke, Conecuh, Escambia, Washington.** These funds are formula driven by Legislative Act 20-168 as summarized in the table below.

		Part I	Part II		2010 U S Census
#	#	\$14,000		FY21	Combined County
Beds	COs	per county		TOTAL	Salara Me
30	6	84,000	74.040		Population
30	0	64,000	71,310	155,310	291,085

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Acceptance of Award

Recipient hereby signifies its acceptance of conditions set forth, this the day of	f the grant/subsidy award and the terms and of, 2021.
Accepted by:	Title
Alabama Departme	nt of Youth Services
Steven P. Lafreniere Executive Director	Legal Counsel Reviewed for legal form.



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Joey Nunnally, County Engineer Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Traffic Operations) - Promotion of Employee

STAFF RECOMMENDATION

Approve the promotion of Trevor Thomas from the Operator Technician I position (PID #5287) grade 304 (\$15.797 per hour / \$32,857.76 annually) to fill the open Traffic Control Technician II position (PID #5172) at a grade 308 (\$17.061 per hour / \$35,486.88 annually) to be effective no sooner than February 15, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Traffic Control Technician II position was vacated 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: \$35,486.88 - 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 - Implement Changes

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0461, Version: 1 Item #: BQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Wayne Dyess, County Administrator

Madison Steele, Horticulturist Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Parks Department - Employment of One (1) Part-Time Park Attendant Position

STAFF RECOMMENDATION

Approve the employment of Michael Ryan to fill the open part-time Park Attendant position (PID #PT65) at a grade 303 (\$16.60 per hour), with said salary due to experience, to be effective no sooner than February 8, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The part-time Park Attendant position was newly created in November 2020. The County Administrator respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$25,000.00 - annually

Budget line item(s) to be used: 57200P.5113

If this is not a budgeted expenditure, does the recommendation create a need for funding? The budget will be monitored, and if an amendment is needed one will be brought to the Commission for approval.

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0459, Version: 1 Item #: BQ3

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Wayne Dyess, County Administrator Matthew Brown, Director of Transportation

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Baldwin Regional Area Transit System (BRATS) Department - Creation of Accounting Manager Position

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the creation of an Accounting Manager position (PID #TBD) grade S319 (S319 range: \$63,676.00 \$104,341.00 annually); and
- 2) Approve the position description for the Accounting Manager position; and
- 3) Approve the updated organizational chart for the BRATS Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Due to FTA CARES Act funding, the position would be funded at 100% with federal dollars through at least September 2021. After CARES Act funding expires at the end of this fiscal year, the position would be funded at 80% with our normal FTA grants. The County Administrator respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: TBD

Budget line item(s) to be used: 53130.5113

If this is not a budgeted expenditure, does the recommendation create a need for funding? The position is not currently budgeted; however, it is 100% reimbursable through September of this year. Matthew Brown, BRATS Director, will discuss the funding plan during the meeting.

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Accounting Manager

Department: Baldwin Regional Area Transit System (BRATS)

Job Analysis: January 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Director of Transportation

Subordinate Staff: Grants Technician, Billing Account Specialist II, Administrative

Support Specialist I

Internal Contacts: County employees, elected officials

External Contacts: Local, State, Federal agencies, Banking Institutions, Vendors

Salary Grade: Classified/Exempt (S319)

Job Summary

A. Accounting and Financial

- 1. Assigns proper account codes to revenues and expenditures by fund and line item.
- 2. Manages and supervises accounts payable function.
- 3. Manages and supervises accounts receivable function.
- 4. Recommends selection of staff; train staff in work procedures, recommend discipline required.
- 5. Cross-trains designated back-up to administer and process payroll.
- 6. Approves all County travel and/or reimbursement requisitions.
- 7. State and municipal reimbursement/contract invoicing.
- 8. Coordinates grant accounting and reporting.
- 9. Serves as liaison with CIS department and BRATS software developer for computer upgrades and software installations.
- 10. Prepares monthly, semiannual, and annual reports as needed.
- 11. Reconciles various accounts and funds.

B. Reports

1. Oversees the preparation of any reports for annual budget.

- 2. Oversees the preparation and submittal of reports or grants for the FTA and ALDOT Transit.
- 3. Oversee the preparation and analysis of system metrics including data reportable to the National Transit Database.
- 4. Accounts receivable reports
- 5. Accounts payable reports
- 6. Prepares miscellaneous reports as directed for the Director of Transportation, County Administrator, and County Commission.

C. Grants

- 1. Oversee the preparation of BRATS grants and grant compliance.
- 2. Attend necessary ALDOT training.

D. Miscellaneous

- 1. Provides documentation and/or assistance with State Audits.
- 2. Provides assistance and/or make referrals to general public, various agencies, and County employees.
- 3. Reviews, investigates, and corrects errors and inconsistencies in financial entries, documents, and reports.
- 4. Compiles and analyzes financial information to prepare entries to general ledger accounts, cost centers and documents business transactions.
- 5. Prepare work papers and support schedules for the annual financial review.
- 6. Develop and implement various accounting procedures.
- 7. Prepare reimbursement requests for federal and state grants; prepares correspondence and expenditures reports, monitors grant related expenditures and ledgers; prepare annual expenditure reports.
- 8. Adhere to internal and external deadlines.

Knowledge, Skills, and Abilities

Due to rapidly changing laws, regulations, technology, etc., BRATS focuses as much on an individual's ability to learn and apply new knowledge, skills, and abilities as on an individual's existing knowledge, skills, and abilities.

- 1. Skills to communicate effectively with the office staff, general public, and elected officials.
- 2. Skills to perform accounting and bookkeeping operations, conduct audits, and monitor budgets.
- 3. Skills to prepare reports, complete forms, compose letters, and accurately post journals and ledgers.
- 4. Skills to understand written instructions, manuals, and correspondence.
- 5. Ability to assign tasks and supervise/evaluate employees.
- 6. Ability to operate office machines: calculator, computer terminal, fax machines and copy machines.
- 7. Thorough knowledge of basic bookkeeping and accounting principles and procedures.

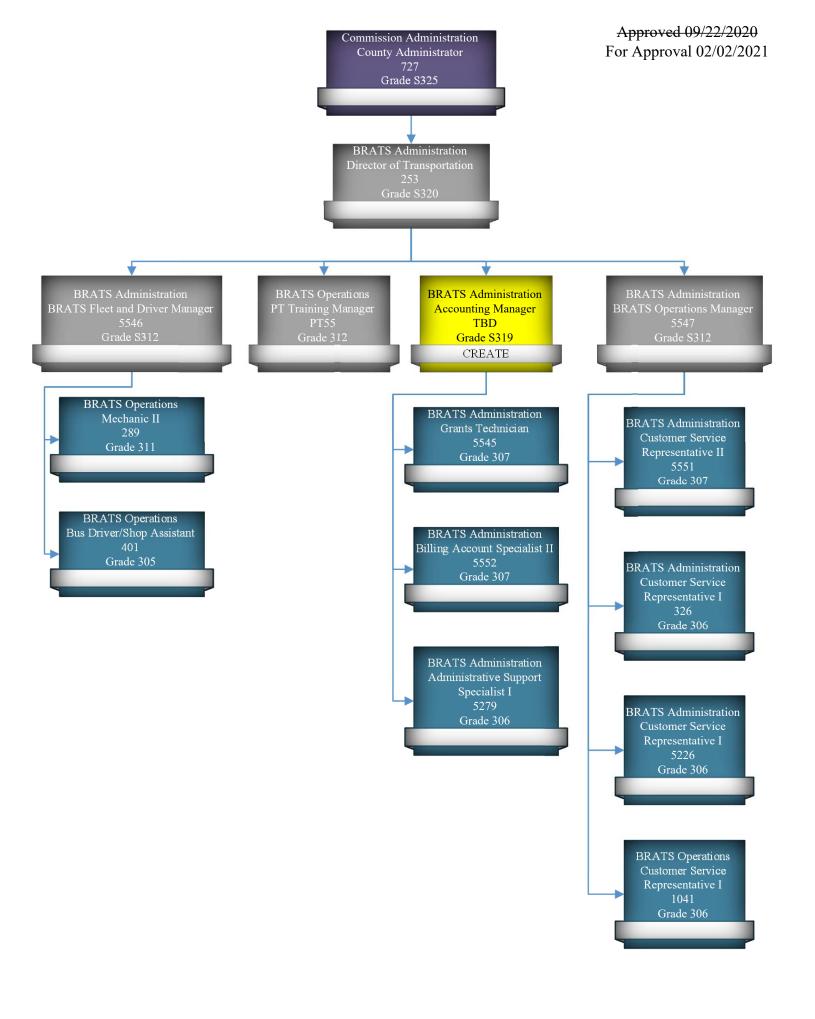
8. *Thorough knowledge of departmental policies and procedures and ability to apply them to work problems.

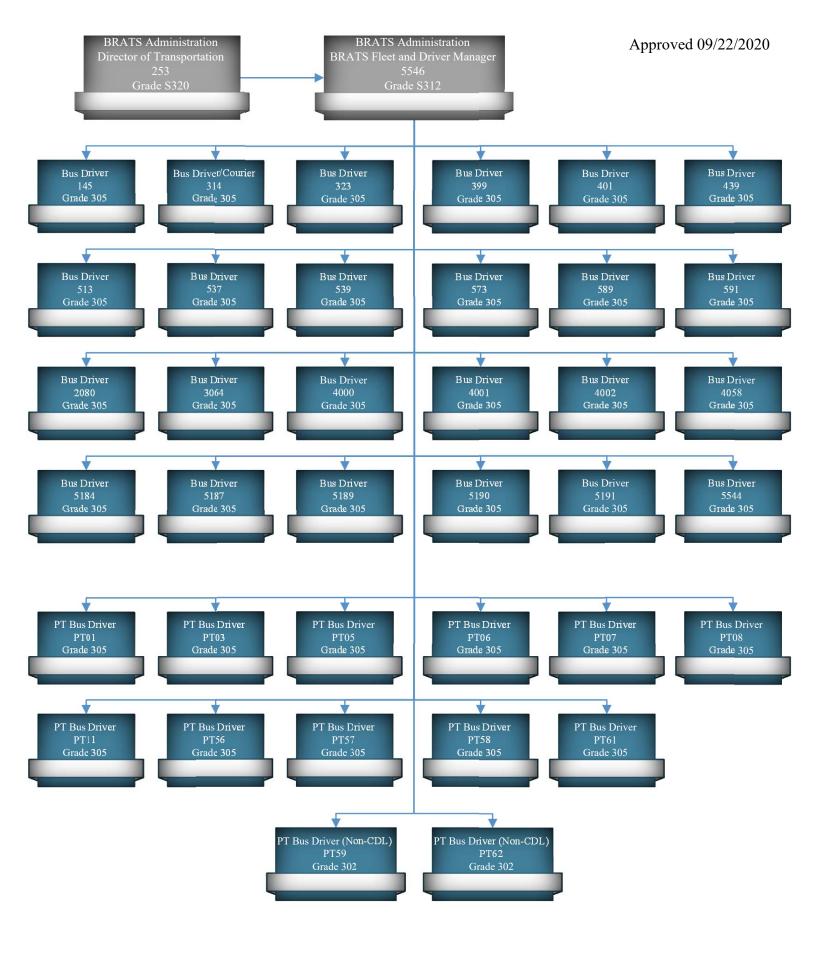
Other Characteristics

- 1. All BRATS Team Members are expected to be very flexible team players. Any BRATS team member may be required to transport passengers (this is our core mission) or perform any other tasks required of any other BRATS team member.
- 2. Need to have transportation to work
- 3. Must dress in professional manner to meet the public
- 4. Must have positive attitude
- 5. Handle stressful situations calmly and professionally
- 6. Must be able to travel as deemed necessary
- 7. Willing to work non-standard hours as necessary

Minimum Qualifications

- 1. Bachelor's degree in Accounting, Finance, Business or related fields
- 2. Five (5) years of progressive accounting or business management experience or any equivalent combination of experience and training that provides the knowledge, skills, and abilities necessary to perform the work.
- 3. Experience or training in computerized accounting systems desired.
- 4. Must have a valid driver's license. Commercial Driver's License with Passenger Endorsement is a bonus but not required.
- 5. Criminal background check authorization required.
- 6. Pre-employment drug screening, random drug screening and post-accident drug and alcohol screenings are required.







Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Eddie Harper, Building Official Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Building Inspection Department - Approval of Position Descriptions

STAFF RECOMMENDATION

Approve the updated position descriptions for the Building Inspector I, Building Inspector II, Building Inspector III.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Building Official respectfully requests the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\mathsf{N/A}}$

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

N/A

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Building Inspector I

Department: Building Inspection

Job Analysis: January 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official

Subordinate Staff: None

Internal Contacts: Members of Building Inspection Department, County Commission,

County Employees

External Contacts: Contractors, General Public

Status: Classified/Non-Exempt (309)

Job Summary

Inspects buildings to ensure compliance with the International Building Codes and other building, construction codes and ordinances. Compliance is ordered when deficiencies or infractions are discovered. Explains and interprets codes, ordinances, etc., as requested.

Job Domain

A. On-Site Inspections

- 1. Make inspections of old & new building structures, swimming pools, other structures to ensure that they meet approved plans, building, fire and other applicable codes and ordinances.
- 2. Require corrections to be made when deficiencies are discovered.
- 3. Assist builders and owners in determining how such corrections may be made to achieve code conformance.
- 4. Inspect dangerous/nuisance structures which may be subject to condemnation especially for fire and safety hazards.
- 5. Check sites of demolished buildings for compliance to county requirements.
- 6. Make assigned inspections of a residence including foundation, roof, chimneys, floors, walls, etc., prepare detailed report of findings.
- 7. Notify owners and tenants of violations in writing.

B. Office Duties

1. Consult with and advise persons concerning construction matters.

- 2. Explain and interpret codes, specifications, trade publications, etc., as required.
- 3. Review and study building codes, revisions, directives, etc.

C. Plan Review & Evaluation

1. Review plans for compliance with electrical, mechanical, plumbing and building codes, as needed.

D. Miscellaneous

- 1. Provide information on building requirements in the field, by telephone, and by email.
- 2. Perform area surveillance for non-permitted building construction.
- 3. Responsible for routine maintenance on county vehicle.
- 4. Make inspections on Mobile Homes including tie-down, electrical connection, sewer hookup, in compliance with applicable codes.

Knowledge, Skills, and Abilities

- 1. Skills to communicate effectively at all levels with all persons involved in the building trades.
- 2. Math skills to compute square footage, cost of permits, electrical, mechanical, plumbing requirements.
- 3. Skills to communicate effectively with general public and various government agencies.
- 4. Reading skills to understand building codes, construction reports, plans, blueprints, etc.
- 5. Good knowledge of all types of building construction materials and methods and stages of construction.
- 6. Good knowledge of International Building codes, local building codes and related laws and ordinances.
- 7. Ability to read and interpret plans and compare them with construction in progress.
- 8. Ability to determine inspection priorities when appropriate.
- 9. Ability to establish and maintain effective working relationships with coworkers, builders, owners, contractors, and public.
- 10. Ability to suggest modifications which will bring structures into code compliance.
- 11. Ability to work independently and to make decisions requiring technical discretion and judgment.

Minimum Qualifications

- 1. Must possess and maintain a valid driver's license.
- 2. Must be willing to travel throughout the County and on technical trips.
- 3. Must be certified as a Residential Building Inspector (B1) by the International Code Council within one (1) year of hire date.
- 4. Must also achieve one additional ICC residential certification (M1, P1, and E1) per year until all residential certifications are achieved.

<u>Note</u>: Certified Floodplain Manager (CFM) certification preferred. A CFM certification is equivalent to one ICC certification listed above.

POSITION DESCRIPTION

Title: Building Inspector II

Department: Building Inspection

Job Analysis: January 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official

Subordinate Staff: None

Internal Contacts: Members of Building Inspection Department, County Commission,

County Employees

External Contacts: Contractors, General Public

Status: Classified/Non-Exempt (310)

Job Summary

Inspects buildings to ensure compliance with the International Building Codes and other building, construction codes and ordinances. Compliance is ordered when deficiencies or infractions are discovered. Explains and interprets codes, ordinances, etc., as requested.

Job Domain

A. On-Site Inspections

- 1. Make inspections of old & new building structures, swimming pools, other structures to ensure that they meet approved plans, building, fire and other applicable codes and ordinances.
- 2. Require corrections to be made when deficiencies are discovered.
- 3. Assist builders and owners in determining how such corrections may be made to achieve code conformance.
- 4. Inspect dangerous/nuisance structures which may be subject to condemnation especially for fire and safety hazards.
- 5. Check sites of demolished buildings for compliance to county requirements.
- 6. Make assigned inspections of a residence including foundation, roof, chimneys, floors, walls, etc., prepare detailed report of findings.
- 7. Notify owners and tenants of violations in writing.

B. Office Duties

- 1. Consult with and advise persons concerning construction matters.
- 2. Explain and interpret codes, specifications, trade publications, etc., as required.
- 3. Review and study building codes, revisions, directives, etc.

C. Plan Review & Evaluation

1. Review plans for compliance with electrical, mechanical, plumbing and building codes, as needed.

D. Miscellaneous

- 1. Provide information on building requirements in the field, by telephone, and by email.
- 2. Perform area surveillance for non-permitted building construction.
- 3. Responsible for routine maintenance on county vehicle.
- 4. Make inspections on Mobile Homes including tie-down, electrical connection, sewer hookup, in compliance with applicable codes.

Knowledge, Skills, and Abilities

- 1. Skills to communicate effectively at all levels with all persons involved in the building trades.
- 2. Math skills to compute square footage, cost of permits, electrical, mechanical, plumbing requirements.
- 3. Skills to communicate effectively with general public and various government agencies.
- 4. Reading skills to understand building codes, construction reports, plans, blueprints, etc.
- 5. Good knowledge of all types of building construction materials and methods and stages of construction.
- 6. Good knowledge of International Building codes, local building codes and related laws and ordinances.
- 7. Ability to read and interpret plans and compare them with construction in progress.
- 8. Ability to determine inspection priorities when appropriate.
- 9. Ability to establish and maintain effective working relationships with coworkers, builders, owners, contractors, and public.
- 10. Ability to suggest modifications which will bring structures into code compliance.
- 11. Ability to work independently and to make decisions requiring technical discretion and judgment.

Minimum Qualifications

- 1. Must possess and maintain a valid driver's license.
- 2. Must be willing to travel throughout the County and on technical trips.
- 3. Must be certified as a Residential Building Inspector (B1) by the International Code Council within one (1) year of hire date.
- 4. Must also achieve one additional ICC residential certification (M1, P1, and E1) per year until all residential certifications are achieved.

5. Two years trade school or college course work in the building and construction trades and/or considerable related experience. <u>Note</u>: Certified Floodplain Manager (CFM) certification preferred. A CFM certification is equivalent to one ICC certification listed above.

POSITION DESCRIPTION

Title: Building Inspector III

Department: Building Inspection

Job Analysis: January 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official

Subordinate Staff: None

Internal Contacts: Members of Building Inspection Department, County Commission,

County Employees

External Contacts: Contractors, General Public

Status: Classified/Non-Exempt (315)

Job Summary

Inspects buildings to ensure compliance with the International Building Codes and other building, construction codes and ordinances. Compliance is ordered when deficiencies or infractions are discovered. Explains and interprets codes, ordinances, etc., as requested.

Job Domain

A. On-Site Inspections

- 1. Make inspections of old & new building structures, swimming pools, other structures to ensure that they meet approved plans, building, fire and other applicable codes and ordinances.
- 2. Require corrections to be made when deficiencies are discovered.
- 3. Assist builders and owners in determining how such corrections may be made to achieve code conformance.
- 4. Inspect dangerous/nuisance structures which may be subject to condemnation especially for fire and safety hazards.
- 5. Check sites of demolished buildings for compliance to county requirements.
- 6. Make assigned inspections of a residence including foundation, roof, chimneys, floors, walls, etc., prepare detailed report of findings.
- 7. Notify owners and tenants of violations in writing.

B. Office Duties

- 1. Consult with and advise persons concerning construction matters.
- 2. Explain and interpret codes, specifications, trade publications, etc., as required.
- 3. Review and study building codes, revisions, directives, etc.

C. Plan Review & Evaluation

1. Review plans for compliance with electrical, mechanical, plumbing and building codes, as needed.

D. Miscellaneous

- 1. Provide information on building requirements in the field, by telephone, and by email.
- 2. Perform area surveillance for non-permitted building construction.
- 3. Responsible for routine maintenance on county vehicle.
- 4. Make inspections on Mobile Homes including tie-down, electrical connection, sewer hookup, in compliance with applicable codes.

Knowledge, Skills, and Abilities

- 1. Skills to communicate effectively at all levels with all persons involved in the building trades.
- 2. Math skills to compute square footage, cost of permits, electrical, mechanical, plumbing requirements.
- 3. Skills to communicate effectively with general public and various government agencies.
- 4. Reading skills to understand building codes, construction reports, plans, blueprints, etc.
- 5. Good knowledge of all types of building construction materials and methods and stages of construction.
- 6. Good knowledge of International Building codes, local building codes and related laws and ordinances.
- 7. Ability to read and interpret plans and compare them with construction in progress.
- 8. Ability to determine inspection priorities when appropriate.
- 9. Ability to establish and maintain effective working relationships with coworkers, builders, owners, contractors, and public.
- 10. Ability to suggest modifications which will bring structures into code compliance.
- 11. Ability to work independently and to make decisions requiring technical discretion and judgment.

Minimum Qualifications

- 1. Must possess and maintain a valid driver's license.
- 2. Must be willing to travel throughout the County and on technical trips.
- 3. Must possess at least one ICC certification (residential or commercial).
- 4. Must also achieve one additional ICC residential certification (B1, M1, P1, and E1) per year until all residential certifications are achieved.

5. Two years trade school or college course work in the building and construction trades and/or considerable related experience. <u>Note</u>: Certified Floodplain Manager (CFM) certification preferred. A CFM certification is equivalent to one ICC certification listed above.



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Wayne Dyess, County Administrator Matthew Brown, Director of Transportation

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Planning and Zoning Department - Position Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Orie King to fill the open Code Enforcement Officer position (PID #5590) at a grade S317 (\$66,000.000 annually), with said salary due to experience, to be effective no sooner than February 8, 2021; and
- 2) Approve the promotion of Vince Ramer from the Engineering Technician III position (PID #5380) grade 312 (\$25.614 per hour / \$53,277.12 annually) in the Highway Subdivision Department (00111/53150) to fill the open Code Enforcement Officer position (PID #5594) at a grade S317 (\$66,000.000 annually), with said salary due to experience, to be effective no sooner than February 8, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Code Enforcement Officer positions were newly created in 2020. The County Administrator respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$132,000.00 - annually

Budget line item(s) to be used: 52730.5113

If this is not a budgeted expenditure, does the recommendation create a need for funding? The budget will be monitored, and if an amendment is needed one will be brought to the Commission for approval.

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

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Planning and Zoning Department - Salary Change for Acting and Interim Planning Director

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the appointment of Matthew Brown as the Acting and Interim Planning and Zoning Director, effective February 2, 2021, and approve a salary increase of \$5,000.00 for Matthew Brown to be effective on date of approval; and
- 2) Upon appointment of a permanent Planning and Zoning Director, recognize Matthew Brown shall return to his former position of Director of Transportation at same exact compensation for said position that existed prior to acting designation.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Planning and Zoning Director position was vacated in December 2020 due to the resignation of the previous employee. He will remain the Director of Transportation while he is Acting Planning and Zoning Director.

FINANCIAL IMPACT

Total cost of recommendation: \$5,000

Budget line item(s) to be used: BRATS salaries/fringe

If this is not a budgeted expenditure, does the recommendation create a need for funding? The current accounting system cannot charge the \$5,000 to Planning and Zoning since Matthew is

coded to the BRATS Department, but the BRATS budget should be able to cover the increase (no budget amendment should be needed)

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Black History Month

STAFF RECOMMENDATION

Tracie L. Brown, Executive Director - Ruff Wilson Youth Organization, Inc. will speak on the importance of Black History Month.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: February is Black History Month. Black History Month is an annual observance originating in the United States, where it is also known as African-American History Month. It is an annual celebration of achievements by black people and a time for recognizing the central role of blacks in U.S. history.

February is a time of paying tribute to the generations of blacks who struggled with adversity to achieve full citizenship in American Society. As a Harvard-trained historian, Carter G. Woodson, like W.E.B. Du Bois before him, believed that truth could not be denied, and that reason would prevail over prejudice. His hope to raise awareness of African American's contributions to civilization was realized when he and the organization he founded, the Association for the Study of Negro Life and History (ASNLG), conceived and announced Negro History Week in 1925. The event was first celebrated during a week in February 1926 that encompassed the birthdays of both Abraham Lincoln and Frederick Douglass. The response was overwhelming: Black history clubs sprang up; teachers demanded materials to instruct their pupils; and progressive whites, not simply white scholars and philanthropists, stepped forward to endorse the effort.

By the time of Woodson's death in 1950, Negro History Week had become a central part of African American life and substantial progress had been made in bringing more Americans to appreciate the celebration. At mid-century, mayors of cities nationwide issued proclamations noting Negro History Week. The Black Awakening of the 1960s dramatically expanded the consciousness of African Americans about the importance of black history, and the Civil Rights movement focused Americans

of all color on the subject of the contributions of African Americans to our history and culture.

The celebration was expanded to a month in 1976, the nation's bicentennial. President Gerald R. Ford urged Americans to "seize the opportunity to honor the too-often neglected accomplishments of black Americans in every area of endeavor throughout our history." That year, fifty years after the first celebration, the association held the first African American History Month. By this time, the entire nation had come to recognize the importance of Black history in the drama of the American story. Since then each American president has issued African American History Month proclamations. The association - now the Association for the Study of African American Life and History (ASALH) - continues to promote the study of Black history all year.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

If this is not a budgeted expenditure, does the recommendation create a need for funding? $\ensuremath{\text{N/A}}$

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\text{N/A}}$

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

Tracie L. Brown
Retired Educator
Executive Director-Ruff Wilson Youth Organization, Inc.
Motivational/Inspirational Speaker

A native of Vicksburg, Mississippi, Tracie L. Brown is a graduate of Jackson State University, Jackson, Mississippi, where she acquired her Bachelor of Arts degree in English and her Master of Arts in Teaching English. Upon graduating in 1993, Ms. Brown began her teaching career at Foley High School and transferred to Daphne High School in Baldwin County Alabama. She had taught in the school system for twenty-six years before retiring in 2019. She is also an adjunct instructor with Coastal Alabama Community College in Bay Minette, Alabama.

Before retiring from Baldwin County Public Schools, Ms. Brown became the Executive Director of the Ruff Wilson Youth Organization, Inc. in Daphne, Alabama, and she currently works in this capacity. Through this non-profit entity, her staff and she cultivate the minds of young people in Daphne and surrounding areas through year-round developmental programs in education, social development, recreation, and cultural activities thus creating an environment of empowerment and enrichment for these future leaders of society.

Tracie L. Brown is a member of Macedonia Missionary Baptist Church in Daphne where she participates as a Sunday School instructor, choir member, and youth counselor. Through her church's affiliation with the First Eastern Shore Missionary Baptist Association, she has served as the District Youth Director for over six (6) years. Moreover, she is a member of the Baldwin County Alumnae Chapter of Delta Sigma Theta Sorority, Inc., the Baldwin County Chapter of the NAACP, and a board member for the SEEDS Educational Foundation of Daphne.

Ms. Brown is the proud mother of one son, Cadet Hamilton Baker, USMA (West Point) and enjoys reading, writing, cooking, and speaking. She also has a special place in her heart for the elderly and young people. Tracie depends upon her faith in God, daily meditation of the Word, and constant prayer to guide her in her life and relationships, first with her Lord and Savior and then with others. She truly believes that love conquers and covers all.



Baldwin County Commission

Agenda Action Form

File #: 21-0377, Version: 1 Item #: CA2

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Highway Department Fiscal Year 2020 Year End Progress Report (October 1, 2019 - September 30, 2020)

STAFF RECOMMENDATION

The County Engineer will present the Highway Department Fiscal Year 2020 Year End Progress Report (October 1, 2019 - September 30, 2020).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Carjetta Crook, Administrative Support Specialist IV

ITEM TITLE

Case No. LV-20010 - Alcohol License Application for Hurricane Bait and Tackle LLC d/b/a Hurricane Bait and Tackle

STAFF RECOMMENDATION

Consider the transfer of 040-Retail Beer (On or Off Premises) license application from Colleen Williams d/b/a Tom's Tavern on Bayou to Hurricane Bait and Tackle LLC d/b/a Hurricane Bait and Tackle, located at 7060B Hurricane Road, Bay Minette Alabama 36507, and approve the issuance of said license 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, and the Baldwin County Sheriff's Office does not oppose the issuance of this license.

The Proof of Publication that ran January 6, January 13 and January 20, 2021 is attached. There is a typo of the zip code in the address for the County Administration Building. All other information in the advertisement for the public hearing is correct.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes, three (3) week advertisement in Gulf Coast Newspaper.

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Correspondence to: State of Alabama ABC c/o Ms. Rose Moore 2715 Gunter Park Drive, West Montgomery, Alabama 36109

Via email only: rose.moore@abc.alabama.gov

Cc:

Applicant: Jack Perkins (via email only - swilkes@mryanlawcom)

Sheriff Huey Hoss Mack

Terrie Watson Sharon Hunt Susanne Davis Joe Ryan Celena Boykin

Matthew Brown

Kipp Kyzar, Baldwin County Health Department

Action required (list contact persons/addresses if documents are to be mailed or emailed): $\ensuremath{\text{N/A}}$

Additional instructions/notes: N/A

Carjetta L. Crook

From:

Carjetta L. Crook

Sent:

Wednesday, December 23, 2020 1:48 PM

To:

'Sam Wilkes'

Cc:

Wayne Dyess; Madison Steele; Monica English; Miranda N. McKinnon; Anu Gary; Kristen

Rawson; Carjetta L. Crook; Celena Boykin; 'rose.moore@abc.alabama.gov'

Subject:

Public Hearing Date for ABC License Case No. LV-20010- Hurricane Bait and Tackle LLC

d/b/a Hurricane Bait and Tackle

Attachments:

Legal Notice Gulf Coast News - 20180206 Revision.pdf

Good afternoon,

Please see below the instructions for advertising your Public Hearing.

It is important that you contact the newspaper in a timely manner to meet the deadline schedule.

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: Sam Wilkes swilkes@mryanlaw.com>

LV-20010- Hurricane Bait and Tackle LLC d/b/a Hurricane Bait and Tackle
7060B Hurricane Road, Bay Minette, Alabama 36507
Transfer of 040 – Retail Beer (On or Off Premises)
February 2, 2021

A <u>Public Hearing</u> has been established before the Baldwin County Commission for the above referenced License Application(s) on <u>February 2, 2021</u> at <u>8:30 AM</u> in the Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507.

Carjetta L. Crook

Administrative Support Specialist IV Baldwin County Commission Phone: (251) 937-0267 ext. 2267

Fax: (251) 580-2500

Email: Carjetta.Crook@baldwincountyal.gov

Baldwin County Commission Location Verification Request

Baldwin County Planning and Zoning Department
Main Office Mailing Address
PO Box 220, Silverhill, AL 36376
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

Name: Jack Perkins . Applicant Information D/B/A: Hurricans Bait and Tackle LLC					
Mailing Address: 7135 Hurricane Road					
City: Bay Minoste. State: AL Zip code: 36507					
Telephone: (251) 234-8211 Fax: () - e-mail: Swilkes@mryanlaw.com					
L. Comment of the contract of					
ABC License Application Site Information					
Business Name: Hurricane Bait & Tackle LLC					
E-911 Address of Site: 7060B Hurricana Rd, Bay Minotte AL 36507					
Parcel ID Number: 05-22-05-08-0-080-039.001					
*parcel information must be completed					
Proposed Use: Bait and tackle store that also sells been and cigarettes					
*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.					
Hack C. Perkins 10-13-20					
Jack C. Fisking 10-13-20					
Signature of Applicant Date					
Signature of Applicant Date City County					
Please be advised that this location verification is for informational purposes only. Specific uses for the zoning					
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 mans or through					
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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:					
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					
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: Date: 10-15-2020 Case No. ZV - 200909 Unzoned to Zoned Zoning Classification: RSF-E					
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: Date: 10-15-2020 Case No. ZV - 200909					
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 Date: 10-15-2020					
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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 Date: 10-15-2020					

BALDWIN COUNTY COMMISSION

CONSENT FOR INSPECTION

Jack C. Yelkins	, the owner or authorized agent for the
owner of the premises located at7060§	Hurrican Rock
Bry Mruf, AL 36507 C	JOP 12/15/20
do hereby consent to the inspection of said	
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 ar	e the property of the Baldwin County
Commission and are only to be removed by	an employee of the Baldwin County
Commission.	
Dated this day of	
Ob De.	
Jast Jeffen	251-234-8211
Signature of Owner or Authorized Agent	Telephone number

STATE OF ALABAMA

1364488

BALDWIN COUNTY

LICENSE NO. 2100560

ACCOUNT NO.

72142

LICENSE YEAR

ISSUED TO: HURRICANE BAIT & TACKLE PERKINS, JACK C

7135 HURRICANE RD BAY MINETTE, AL 36507

DATE ISSUED					
10	13	202	a		
MQ.	DAY	YR.			

BUSINESS LOCATION.

LICENSE TYPE STORE LICENSE CHAIN STORE LICENSE OCCUPATIONAL LICENSE

7060 B HURRICANE RD BAY MINETTE, AL 36507

EXPIRES RENEW IN OCTOBER

SECTION	BUSINESS TYPE		Licente Amount	FE	E	PENALTY	cr	TATION	INTEREST	TOTAL
069A	CEREAL BEVERAGES, SOFT DRINKS - I	RETAILERS	3.7	5	1.00	o.	00	0.0	0 0.0	0 4.7
0072	CIGARS, CIGARETTES, CHEROOTS, ET	C - RETAILERS	3.0	0	1.00	0.	da.	0.0	n a.a	0 4.0
315A	STORE LICENSE		1.0	0 :	1.00	0.	oo	0.0	a a.a	0 2.0
	TRANSFER OF LICENSE								TOTAL	
2							- 4			
sal	vidence having been adduced before me that a bone fide e of the business licensed by this certificate has been made	Kathleen I	D. Baxt	er			-		4745	10.7
sal	vidence having been adduced before me that a bons fide	State Co	mptroller	er			-		MAIL FEE	10.7
sal	vidence having been adduced before me that a bone fide e of the business licensed by this certificate has been made	INTERPORTURA DE LA CONTRACTOR DE LA CONT	mpholler rnett rof Revenu	e						

2021 - 2100560 10/13/2020 10:52:14 AM U63 - #1364488 T2 - P417358 - M1

BURRICANE BAIT & TACKLE PERKINS, JACK C 7135 HURRICANE RD BAY MINETTE, AL 36507

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:

December 18, 2020

Subject: Alcoholic Beverage License

Hurricane Bait and Tackle LLC D.B.A Hurricane Bait and Tackle

Location: 7060B Hurricane Rd. Bay Minette, AL 36507 Mailing: 7135 Hurricane Rd. Bay Minette, AL 36507

APPLICANT: Jack Perkins

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



DEPARTMENT OF PUBLIC HEALTH SCOTT HARRIS, M.D., M.P.H. • STATE HEALTH OFFICER

BALDWIN COUNTY HEALTH DEPARTMENT

Date: November 30, 2020

To Whom It May Concern:

Name of Establishment: Hurricane Bait & Tackle, LLC

Address: 7060 B Hurricane Rd. Bay Minette, AL. 36507

Name of Owner/Operator: Mr. Jack C. Perkins

The establishment listed above will only:

· Serve bottle or can beverages to the public.

This establishment will not:

- · Use or cut any garnishes for the public.
- Use utensils or equipment that must be washed, rinsed or sanitized.
- Use ice: Specifically, bagging and selling ice to the public.

We understand and agree that by operating in this limited capacity mentioned above we will not be required to obtain a food permit from the Baldwin County Health Department. However, if we elect to operate outside these requirements we would contact the Baldwin County Health Department to obtain the proper permit.

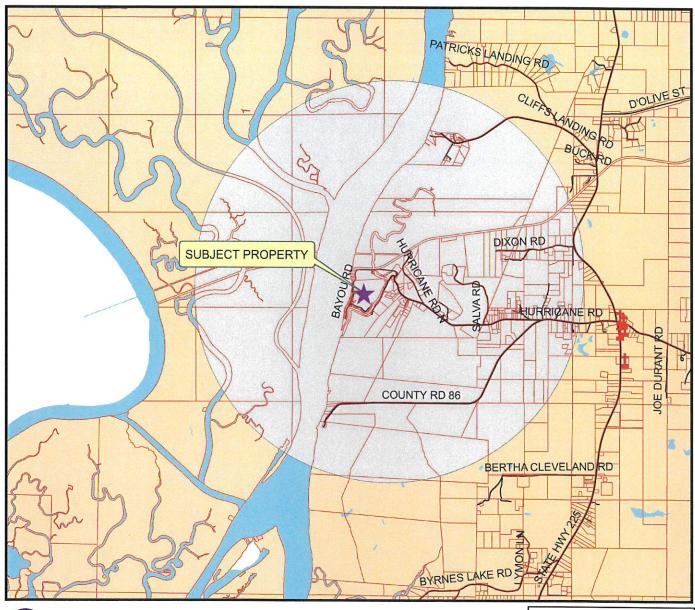
Signed

Kipp Kyzar

Baldwin County Health Department

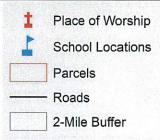
P.O. Drawer 369

Robertsdale, AL. 36567

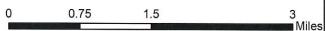








HURRICANE BAIT AND TACKLE LLC dba HURRICANE BAIT AND TACKLE 7060B HURRICANE ROAD, BAY MINETTE, AL 36507 ABC LICENSE





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, sevent, or early, sevent or early sevent or expensibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.

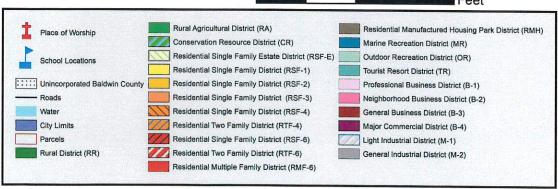




HURRICANE BAIT AND TACKLE LLC dba HURRICANE BAIT AND TACKLE 7060B HURRICANE ROAD, BAY MINETTE, AL 36507 **ABC LICENSE**



0 700 1,400 2,800 Feet





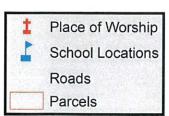
Locator Map

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HURRICANE BAIT AND TACKLE LLC dba HURRICANE BAIT AND TACKLE 7060B HURRICANE ROAD, BAY MINETTE, AL 36507 ABC LICENSE





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A DIVISION OF OPC NEWS, LLC PO BOX 1677 • SUMTER, SC 29150 FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP - 251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

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

01/06/2021, 01/13/2021, 01/20/2021

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

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

April M. Perry, Legal Ad Representative

Amber Kimbler, Notary Public Baldwin County, Alabama

My commission expires April 10, 2022

AMBER KIMBLER

My Commission Expires

April 10, 2022

Sworn and subscribed to on 01/20/2021.

RYAN & WILKES, PC

Acct#: 984557

Ad#: 319653

LL: Hurricane Bait & Tackle

Amount of Ad: \$140.00

Legal File# LL: Hurricane B



Legal Notice
Notice of Pending Application for
Approval of Issuance of
Alcoholic Beverage License

Notice is hereby given that Jack C. Perkins has requested that the Baldwin County Commission approve the issuance of Transfer of 040-Retail Beer (On or Off Premises) alcoholic beverage license(s) by the Alabama Alcoholic Beverage Control (ABC) Board and that the 2nd day of February, 2021 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
Square, Bay Minette, AI 365.7.
The name and exact
the business being Hurricane Bait
& Tackle, LLC d/b/a Hurricane Bait
and Tackle located at 7060B
Hurricane Road, Bay Minette,
Alabama 36507.

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.

January 6-13-20, 2021

Typo in Zip Code



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Payment of Bills as Interim Payments Due to Software Conversion

STAFF RECOMMENDATION

Staff requests the interim payments approved by the Chairman and paid January 22, 2021 be made a part of the minutes. The interim payments paid bills totaling \$3,933,065.55 (three million, nine hundred thirty-three thousand, sixty-five dollars and fifty-five 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, \$572,262.78 (five hundred seventy-two thousand, two hundred sixty-two dollars and seventy-eight cents) was paid to the Baldwin County Board of Education and \$37,215.42 (thirty-seven thousand, two hundred fifteen dollars and forty-two cents) was paid to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Due to software conversion, payment of the bills was mailed January 22, 2021.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\text{N/A}}$

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

A/P Vendors Exceeding \$20,000

Commission Meeting: February 2, 2021

Vendor Name

Baldwin Co. Bd. of Education

Gulf Shores Bd. Of Education

Regions Bank Corp Trust Juvenile Detention Facility Alta Pointe Health System Truck Center Companies East, LLC Stryker Sales Corporation GSP Marketing, Inc.

Thompson Tractor Co., Inc.

Beard Equipment co.
John G. Walton Construction Co., Inc.
Ammons & Blackmon Construction, LLC
Petroleum Traders Coproration
Baldwin Tractor

Mobile Asphalt Co., LLC Historic Blakely Authority Symbol Health Solutions LLC Hosea O. Weaver & Son, Inc. Gulf Coast Newspaper

South Alabama Regional Graestone Aggregates, LLC Truck Equipment Sales, Inc. Vulcan Materials Co.

TOTAL

Amount Brief Description

500,757.08	Sales Tax
71,505.70	Use Tax
30,964.67	Sales Tax
6,250.75	Use Tax
184,608.33	2020 Lease PBA; Feb 2021
23,760.00	Cigarette Tax; Dec 2020
31,320.00	Cigarette Tax; Dec 2020
484,109.00	Equipment; Solid Waste
466,318.12	Disaster Supplies; Chest Compression Systems
237,026.34	Side Loader; Solid Waste
512.77	Equipment Repair; Solid Waste
280,856.00	Equipment; Hwy
12,189.99	Equipment Rental; Solid Waste
25,905.33	Repair & Maintenance
298,600.00	Equipment; Hwy
199,644.58	Contract Services; Hwy
137,230.42	Contract Services; Hwy
111,788.62	Fuel
102,826.94	Equipment; Hwy
749.80	Repair & Maintenance
77,679.13	Road Building Materials
72,239.43	1st Qtr FY21 Park Distribution
61,017.50	Medical
50,725.59	Road Building Materials
28,686.58	Ads; Voters Removal
4,421.56	Ads; Various
29,251.39	Temporary Labor
29,217.21	Road Building Materials
21,302.99	Repair & Maintenance
21,207.21	Road Building Materials

3,602,673.03

Baldwin County Commission Accounts Payable Payments January 22, 2021

	Vendor Summary	Totals
1	ABERNATHY, JACOB E	16.00
2	ACCURATE CONTROL EQUIPMENT	248.85
3	ADAMS AND REESE LLP	6,000.00
4	ADAMS, TIFFANY MARIE	152.72
5	ADVANTAGE BUSINESS SOLUTIONS, INC.	100.00
6	AIRGAS USA, LLC	147.20
7	ALABAMA ANIMAL CONTROL ASSN	100.00
8	ALABAMA COASTAL RADIOLOGY	98.48
9	ALABAMA CORONERS ASSOCIATIONS	100.00
10	ALABAMA CORRECTIONAL INDUSTRIES	672.50
11	ALTA POINTE HEALTH SYSTEMS INC	31,320.00
12	AL-TRANS SERVICE INC	562.75
13	AMERICAN ASSN FOR STATE & LOCAL HISTORY	118.00
14	AMMONS & BLACKMON CONSTRUCTION INC	137,230.42
15	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	65.10
16	ANIMAL CARE EQUIP & SERVICES	904.80
17	BAGBY & RUSSELL ELECTRIC CO	4,626.00
18	BAKER, JACQUELYN V	14.95
19	BALDWIN CNTY BAR ASSN	700.00
20	BALDWIN CNTY BOARD OF EDUCATION	572,262.78
21	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	1,733.65
22	BALDWIN CNTY FAMILY VIOLENCE PROJECT	1,620.00
23	BALDWIN CNTY HUMAN RESOURCES DEPT	540.00
24	BALDWIN CNTY PROBATE COURT	25.00
25	BALDWIN CNTY SHERIFF'S BOYS RANCH	1,620.00
	BALDWIN FEED AND SEED LLC	1,135.00
1700000	BALDWIN TRACTOR	103,576.74
28	BALDWIN YOUTH SERVICES	3,582.99
	BALLARD, RONALD J JR	14.95
	BAY AREA PRINTING & GRAPHICS SOLUTIONS	738.15
31	BAY MINETTE BUILDING SUPPLY	586.83
32	BAY MINETTE LAND CO	1,000.00
33	BAY MINETTE YOUTH PROGRAM	1,620.00
	BAY PEST CONTROL COMPANY INC.	548.00
	BAY SIDE RUBBER & PRODUCTS	2,740.51
100000000000000000000000000000000000000	BAY UTILITY TRAILERS INC	1,151.60
- 1	BEARD EQUIPMENT CO	298,600.00
0.000	BEAUCHAMP, LARRY E	74.40
39	BEHAVIORAL HEALTH SYSTEMS INC	90.00
	BENECOM TECHNOLOGIES INC	1,068.00
	BENNETT, JONATHAN	64.00
- 1	BLACK, LILLIAN	16.00
	BLOSSMAN GAS	56.82
- 1	BLURTON, RANDY	32.00
45	BRANNON, RAYFORD & HAZEL	48.00

Baldwin County Commission Accounts Payable Payments January 22, 2021

	Vendor Summary	Totals
	BRINK'S INCORPORATED	187.73
	BUILDERS HARDWARE & SUPPLY CO	93.31
	BUSH, JANICE	2.40
	BYRD, TOMMY & SHEENA M	16.00
50	CALLOWAY, NELL	7.20
51	CAMPBELL HARDWARE & SUPPLY CO	545.87
52	CAPITAL VOLVO TRUCK & TRAILER	2,654.06
53	CARE HOUSE INC	4,050.00
54	CAT RENTAL STORE, THE	3,733.66
	CDW - GOVERNMENT, INC	3,133.46
56	CENTRAL BALDWIN VETERINARY HOSPITAL	2,759.24
57	CHAMBERS GLASS	250.00
58	CHICK & SEA FOOD, INC.	16,627.17
59	CHRISTIAN, KATIE	16.00
	CHUCK STEVENS AUTO INC	644.11
61	CHUCK STEVENS CHEVROLET	83.13
	CINDY HABER CENTER INC	6,750.00
63	CINTAS FIRST AID & SAFETY	15.07
	CLARK, NINA L	4.80
	CLEMMONS, ANNE	16.00
	CLIP, INC.	35.62
67	COASTAL AL COM COLLEGE	8,689.31
400000000000000000000000000000000000000	COASTAL INDUSTRIAL SUPPLY	117.00
	COBB, JENNIFER & ROBERT	16.00
	COCKRELL'S BODY SHOP OF ROBERTSDALE	1,196.14
	COLLINS, JOHN G	42.00
200000000	COLONY ANIMAL CLINIC	506.18
	COMPLETE DKI	3,000.00
	COX, DEANNA VICICH	900.00
	CRENSHAW, LASHANDA MONIQUE	13.46
- 1	CRIBBET, LARRY	32.00
	CULLIGAN WATER SYSTEMS OF MOBILE	184.60
- 1	DADE PAPER & BAG CO	7,644.07
	DAPHNE SEARCH & RESCUE UNIT	5,408.14
- 1	DAPHNE YOUTH PROGRAM, CITY OF	1,620.00
	DART, DAVID L	32.00
	DAVIS, JEREMY	32.00
- 1	DAVISON OIL COMPANY INC	2,141.27
100000	DAWN HOUSE	1,620.00
- 1	DEERE & COMPANY	10,776.69
	DEWBERRY ENGINEERS INC	356.00
- 1	DILLON, MARILYN	26.00
1000000	DISTRICT ATTORNEY'S OFFICE	1,777.84
	DIVERSIFIED COMPUTER SERVICES LLC	750.00
90	DUBOSE, ROBERT L	14.95

Baldwin County Commission Accounts Payable Payments January 22, 2021

	Vendor Summary	Totals
91	DUNLAP, DAVID	16.00
92	DYESS, VICKI	9.60
93	EASTERN SHORE PHYSICAL THERAPY, INC.	885.00
94	ELANCO US, INC	653.88
95	EMPIRE TRUCK SALES INC	904.04
96	EQUIPMENT SALES CO	295.32
97	EVANS MFG	1,451.25
98	EXPRESS OIL CHANGE	219.19
99	FACILITIES RESOURCE GROUP, INC.	2,435.40
100	FAIRHOPE YOUTH PROGRAM, CITY OF	1,620.00
101	FAUST, PATRICK	16.00
102	FERGUSON ENTERPRISES INC	86.63
103	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	779.88
104	FOLEY YOUTH PROGRAM, CITY OF	1,620.00
105	FORRISTEL, RYAN SCOTT	14.95
106	FREEMAN, CAROLYN	20.00
107	GALL'S LLC	267.00
108	GANEY, BRENDA Q	3,433.34
109	GILBERT, ERIKA	30.00
110	GLENN, KELLEY	30.00
111	GPS INSIGHT, LLC	249.50
112	GRAESTONE AGGREGATES, LLC	29,217.21
113	GRAYBAR ELECTRIC CO INC	915.60
114	GREEN, TERRY V	4.00
115	GSP MARKETING INC	237,539.11
116	GULF CITY BODY & TRAILER WORKS, INC	19.12
117	GULF COAST BUILDING SUPPLY	252.25
118	GULF COAST NEWSPAPERS	33,108.14
119	GULF COAST ORGANIC, INC.	1,800.00
120	GULF SHORES BOARD OF EDUCATION	37,215.42
121	HALL, ADAM	32.00
122	HARGER, GRACE	16.00
123	HART, MARCUS	32.00
124	HEARN, JANNA J.	6.40
	HENDERSON, KENDEL DYETT	117.60
	HI-LINE	738.58
0.0000000000000000000000000000000000000	HILL, ROBERT C & CHARLOTTE	37.00
1,100,000	HISTORIC BLAKELY AUTHORITY	72,239.43
129	HOSEA O. WEAVER & SON INC	50,725.59
880800	HUMPHREY, JOHN	16.00
	INFIRMARY OCCUPATIONAL HEALTH PC	654.00
th resolutions as a	INGENUITY INC	4,000.00
	INTERNATIONAL ASSN OF ASSESSING OFFICERS	345.00
www.com.tw	IVEY, WILLIAM	16.00
(10-10-10)	JACE CHANDLER	1,617.56

Baldwin County Commission Accounts Payable Payments January 22, 2021

	Vendor Summary	Totals
136	JANI KING OF MOBILE	783.91
137	JOHN G WALTON CONST CO	199,644.58
138	JOHNSON WELL DRILLING LLC	429.00
139	JONES, JEFFREY	16.00
140	JUBILEE LOCK & KEY	495.00
141	JUVENILE DETENTION FACILITY	23,760.00
142	KENWORTH OF ALABAMA	1,648.39
143	KIGER, AMELIA & RONNIE	32.00
144	KIM, JONG	16.00
145	KIYAN, SUELI	32.00
146	LAMBERTH, DOROTHY	1.60
147	LIFESTAR ALTERNATIVE TRANSPOORT SVC, LLC	5,625.00
148	LONG, TERRY	32.00
149	LOWER ALABAMA SEARCH & RESCUE	5,408.14
150	LOWE'S - DAPHNE	1,548.31
151	LOWE'S - FOLEY	895.22
152	MARTIN, KEITH	0.50
153	MATHES OF ALABAMA	461.32
154	MATTHEW BENDER	702.25
155	MCALLISTER, VICKIE	16.00
156	McGRIFF TIRE CO INC	13,989.19
157	McPHERSON CO	372.60
158	MCPHERSON OIL CO INC/DBA FUELMAN	2,271.01
159	MELLOTT, CHARLES R	16.00
160	MERCHANTS FOODSERVICE	9.08
161	MEYER, JEAN	4.80
162	MIKE HOFFMAN'S EQUIPMENT SERV INC	1,827.21
163	MINGLEDORFF'S INC	160.00
164	MOBILE ASPHALT CO LLC	77,679.13
165	MOBILE PRESS REGISTER	1,036.38
166	MOTT, EDWARD DEAN	11.38
167	NAVIGATION ELECTRONICS INC	1,040.52
168	NORTH BALDWIN SHERIFF'S SEARCH & RESCUE	5,408.14
169	NOWELL, JAMES	16.00
170	OEC	826.98
171	ONLINE SOLUTIONS, LLC	6,218.34
	O'REILLY AUTO PARTS	4,701.61
173	PARMER, SHERRI L	198.80
-CV -V CV	PARTS HOUSE, THE	6,626.98
	PEREGRINE SERVICES INC	11,441.58
	PETROLEUM TRADERS CORPORATION	111,788.62
Garage Participation of the Control	PITTMAN TRACTOR CO INC	7,250.00
- 1	POSTMARK INK	472.95
	PRINCE, KAREN L	11.20
	PRINT SHOP, THE	210.00
	manager and the table	210.00

Baldwin County Commission Accounts Payable Payments January 22, 2021

Vendor Summary	Totals
181 PRODATA COMPUTER SERVICES INC	540.00
182 PUBLIC RISK MANAGEMENT ASSN	385.00
183 QCHC INC	8,000.00
184 QUADIENT LEASING USA, INC.	674.58
185 QUEST DIAGNOSTICS	506.09
186 R B PETROLEUM PRODUCTS	675.25
187 RACINE'S FEED GARDEN & SUPPLY INC	145.20
188 RAYBON, THOMAS H, JR	16.00
189 REEVES, EMILY E	18.58
190 REGIONS BANK CORP TRUST	184,608.33
191 REPUBLIC SERVICES #986	1,217.71
192 RHODES, DANIEL	16.00
193 ROBERTSDALE AUTO PARTS INC	4,266.93
194 ROBERTSDALE POWER EQUIPMENT	240.00
195 ROOF, BENJAMIN STEVEN	32.00
196 ROSS, DERRICK	32.00
197 RUFFIN, LORI G	82.50
198 RUSH TRUCK CENTER	429.10
199 SAMPSON, MARLON JERMAINE	14.95
200 SCHLAUDER, AMY	21.00
201 SCHOONOVER, DENNIS	30.00
202 SECTION 18 TRANSPORTATION FUND	1,046.52
203 SHARP ELECTRONICS CORPORATION	1,806.47
204 SHERWIN WILLIAMS - DAPHNE	128.08
205 SHERWIN WILLIAMS - SPANISH FORT	54.52
206 SHORELINE ENVIRONMENTAL INC	62.50
207 SMITH, CHARLES	30.00
208 SMITH, WILLIAM E	48.00
209 SOUTH ALABAMA REGIONAL	29,251.39
210 SOUTHERN CHEVROLET-OLDS-GEO	2,638.34
211 SOUTHERN FIRE & SAFETY INC	661.00
212 SOUTHERN PIPE & SUPPLY	425.28
213 STAPLES CONTRACT & COMMERCIAL, INC.	14,356.27
214 STAPLES CONTRACT-PROMOTIONAL & APPA	REL 499.66
215 STONE CROSBY PC	2,796.32
216 STRYKER SALES CORP/MEDICAL DIVISION	466,318.12
217 SULLIVAN, JOSH & FAITH	16.00
218 SWEAT TIRE - BAY MINETTE	869.14
219 SWEAT TIRE - ROBERTSDALE	625.30
220 SYMBOL HEALTH SOLUTIONS LLC	61,017.50
221 THOMPSON TRACTOR CO	318,951.32
222 TRACTOR & EQUIPMENT CO	3,526.04
223 TRANE-MOBILE PARTS CENTER	79.42
224 TRI-TECH FORENSICS INC	138.72
225 TRUCK CENTER COMPANIES EAST, LLC	484,109.00

Baldwin County Commission Accounts Payable Payments January 22, 2021

	Vendor Summary	Totals
226	TRUCK EQUIPMENT SALES INC	21,302.99
227	TSA INC	8,126.82
228	TYLER TECHNOLOGIES, INC.	8,400.00
229	UNIV AUBURN-GOVERNMENTAL SERVICES	40.00
230	UNIVERSITY OF SOUTH ALABAMA HCA	3.17
231	VAUTRIN, IRMA	17.80
232	VENTURE SYSTEM SOURCE LLC	540.00
233	VIA MOBILITY, LLC	16,500.00
234	VULCAN MATERIALS CO	21,207.21
235	VULCAN SIGNS	5,533.71
236	W H THOMAS OIL CO INC	1,682.75
237	W W GRAINGER	5,495.97
238	WAL-MART SUPERCENTER	169.75
239	WALTER CURTIS CO LLC	92.00
240	WALZ, BRENDA J	47.04
241	WARD, STEPHEN M	14.95
242	WESCO	77.20
243	WHAREHOUSE LLC	2,175.00
244	WILSON, CHRISTIE	21.00
245	WILSON, LEAH	7.20
246	WISE, JODY L	383.33
247	WITTICHEN SUPPLY-DAPHNE	103.19
248	WITTICHEN SUPPLY-FOLEY	76.63
249	WOLFE-BAYVIEW FUNERAL HOMES & CREM, INC.	395.00
250	WRIGHTS MOTOR PARTS INC	1,498.06
77.00	ZEBRA MARKETING	275.51
252	ZEP MANUFACTURING COMPANY	392.76
	Grand Total	3,933,065.55

R5504311 BCC0001 Baldwin County Commission Manual Payment Journal

1/20/2021 8:12:37

Document Payment Ty Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Payı		Amoun Amount Faken	its	G/L Distribution	LT PC PI Subledger /Typ	e Tax Amount
G/L Bank Account 0001848	1		Cash	Batch Number	2855020	Туре	<u>M</u>	Date 1	1/20/2021	User ID	RBENSON	
PN 9205567 PV 534487 00304 001	1/22/2021 1/19/2021	00304	REGIONS BANK CORPTRUST 2020 LEASE; FEB'21	123781 2020 LEASE PBA; FEB 2	2021			184,608.	.33-			
			Totals f	or Bank Account		2		184,608.	33-		_	
			Totals f	or Batch		0		184,608.	.33-		_	
			User To	otal		\$ 		184,608.	33-			
			Grand '	Гotal		((184,608.	33-	8	_	

Manual Payment Journal

	. Document Payment Voucher Co.		Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa	yment	Am Amount t Taken	ounts	G/L Distribution	LT PC PI Subledger /Ty	pe Tax Amount
G/L I	Bank Account	0001848	1		Cash	Batch Number	2855023	Туре	M	Date	1/20/2021	User ID	RBENSON	
PN	9205568		1/22/2021	00001	BALDWIN CNTY BOARD OF EDU	JCATIO 14116				500,	757.08-		D	
PV	534570 000	01 001	1/20/2021		1202021	SALES/USE TAX								
					Cash	00018481						500,757.08-	AA	
PN	9205568		1/22/2021	00001	BALDWIN CNTY BOARD OF EDU	JCATIO 14116				71,	505.70-		D	
PV	534570 000	01 002	1/20/2021		1202021	SALES/USE TAX								
					Cash	00018481						71,505.70-	AA	
PN	9205569		1/22/2021	00001	GULF SHORES BOARD OF EDUC	ATION 191392				30,	964.67-		D	
PV	534571 000	01 001	1/20/2021		1202021	SALES/USE TAX								
					Cash	00018481						30,964.67-	AA	
PN	9205569		1/22/2021	00001	GULF SHORES BOARD OF EDUC	ATION 191392				6,2	250.75-		D	
PV	534571 0000	01 002	1/20/2021		1202021	SALES/USE TAX								
					Cash	00018481						6,250.75-	AA	
					Tota	ls for Bank Account		-		609,4	78.20-	572,262.78-	_	
					Tota	ls for Batch		-		609,4	78.20-	572,262.78-	_	<u></u>
					User	r Total		_		609,4	78.20-	572,262.78-	_	
					Gran	nd Total				609,4	78.20-	572,262.78-	_	-

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As Of Supplier

Number	Name	Phor	ne Number	Co	Balance Open	Current	1 - 0 Over 0	
				. 				
105	JUVENILE DETENTION FACILITY	251	9370264	00001	23,760.00			23,760.00
10003	ACCURATE CONTROL EQUIPMENT		9284976	00001	248.85			248.85
10064	ALABAMA CORRECTIONAL INDUST		2613614	00001	672.50			
10307	BALDWIN CNTY SHERIFF'S BOYS RA		2013014	00001	1,620.00			672.50
14006	BLOSSMAN GAS - FOLEY	251	9435759	00001	27.64			1,620.00
14029			9372431					27.64
14132	BALDWIN YOUTH SERVICES	334	9372431	00001	90.40	2 502 00		90.40
14553	BALDWIN TOOTH SERVICES BALDWIN CNTY ECONOMIC DEVELO	CORONA	0472445	00001 00001	3,582.99	3,582.99		
14567	BALDWIN CNTY FAMILY VIOLENCE		9472443	00001	1,733.65 1,620.00	1,733.65		1 (20 00
14572	CINDY HABER CENTER INC	1		00001	6,750.00			1,620.00
19009	CAMPBELL HARDWARE & SUPPLY C	2051	0472201	00001	264.36			6,750.00
21127	DISTRICT ATTORNEY'S OFFICE	.031	7472271	00001	1,777.84	1,777.84		264.36
25040	COASTAL AL COM COLLEGE (FAULK	/NI		00001	8,689.31	8,689.31		
27012			6666600**	00001	915.60	8,089.31		015.60
27022	GULF COAST NEWSPAPERS	231	000000	00001	31,644.44			915.60
27263		334	649 3678	00001	267.00			31,644.44 267.00
40033	MOBILE PRESS REGISTER (ADS)	334	042 3070	00001	201.92			201.92
43003		800	759-3368	00001	639.84			639.84
54037			4336541	00001	16,631.74			
54042	SWEAT TIRE - ROBERTSDALE	334	4330341	00001	625.30			16,631.74
60353	PRODATA COMPUTER SERVICES INC	402	3999997	00001	540.00			625.30
62738			9866636	00001	18.58			540.00
65091	STONE CROSBY PC **	231	9800030	00001	2,796.32			18.58
66034	BALDWIN CNTY HUMAN RESOURCE	es D		00001	540.00			2,796.32
66835			6790864	00001	661.00			540.00
84216			661-1035	00001				661.00
86609	CULLIGAN WATER SYSTEMS OF MOR		6752697		2,384.16			2,384.16
87716	LOWE'S FOLEY - 057700034	1 (120	9705307	00001	28.90 663.85			28.90
87767		504	4419700	00001	437.46			663.85
89463			4387884	00001	138.72			437.46
92208	CARE HOUSE INC	800	430/004	00001	4,050.00			138.72 4,050.00
94060	CHUCK STEVENS AUTO INC			00001	81.53			4,030.00 81.53
94182	BAY MINETTE YOUTH PROGRAM			00001	1,620.00			1,620.00
95628	ZEP MANUFACTURING COMPANY (PO	0	6482076/GREG	00001	203.41			203.41
98634	MCPHERSON OIL CO INC/DBA FUELM		2398882	00001	928.06			928.06
99320	INFIRMARY OCCUPATIONAL HEALTH		4333781	00001	252.00			928.06 252.00
99320	MATTHEW BENDER*	954	10/666					
				00001	326.86			326.86
101717 102875	BRINK'S INCORPORATED CDW - GOVERNMENT, INC - PO	866	2202526	00001	187.73	177.70		187.73
102873	NORTH BALDWIN SHERIFF'S SEARCH		3393526	00001	813.16 5,408.14	177.70-		990.86
104033	NORTH BALDWIN SHERIFF'S SEARCE	£31	JJ /-J 100	00001	3,406.14			5,408.14

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As Of 1/20/2021

	Sli an								As Of 1/20/2021
Number			one Number	Co	Balance Open	Current	1 - 0	Aging	
			one rumber		Balance Open	Curen	1-0	Over 0	
104871	LOWER ALABAMA SEARCH & RES	CUE		00001	5,408.14				5,408.14
105435	CINTAS FIRST AID & SAFETY	251	4437301	00001	15.07				15.07
111641	DAWN HOUSE (CIGARETTE TAX)			00001	1,620.00				1,620.00
111974	WISE, JODY L			00001	383.33				383,33
113371	WITTICHEN SUPPLY-FOLEY	251	9432001PH	00001	76.63				76.63
115473	VENTURE SYSTEM SOURCE LLC	800	4678614	00001	540.00				540.00
115852	DADE PAPER & BAG CO	251	9641500	00001	6,014.06				6,014.06
116644	DAPHNE SEARCH & RESCUE UNIT			00001	5,408.14				5,408.14
118519	WALZ, BRENDA J	251	5804819	00001	47.04				47.04
121216	PEREGRINE SERVICES INC	318	3254762	00001	11,441.58				11,441.58
132425	JOHNSON WELL DRILLING LLC		9555236	00001	429,00				429.00
142527	COCKRELL'S BODY SHOP OF ROBE	RT	9478800	00001	1,196.14				1,196.14
146114	WOLFE-BAYVIEW FUNERAL HOME	S 251	9907775	00001	395,00				395.00
150287	BAY MINETTE LAND CO			00001	1,000.00				1,000.00
150674	ZEBRA MARKETING		4382422	00001	275.51				275.51
151503	WALTER CURTIS CO LLC			00001	92.00				92.00
156427	DAPHNE YOUTH PROGRAM, CITY ()F		00001	1,620.00				1,620.00
156435	FOLEY YOUTH PROGRAM, CITY OF			00001	1,620.00				1,620.00
156443	FAIRHOPE YOUTH PROGRAM, CITY	0		00001	1,620.00				1,620.00
157294	ADAMS AND REESE LLP	504	5813234	00001	6,000.00				6,000.00
158123	TRANE-MOBILE PARTS CENTER		6652939	00001	79.42				79.42
162616	SWEAT TIRE - BAY MINETTE		5808473	00001	32.50				32.50
166975	TSA INC	205	7339111	00001	8,126.82				8,126.82
169455	W H THOMAS OIL CO INC	205	7552610	00001	1,682.75				1,682.75
171635	PARMER, SHERRI L	251	9376620	00001	198.80				198.80
180505	CHUCK STEVENS CHEVROLET	251	937 1500	00001	83.13				83.13
180999	PETROLEUM TRADERS CORPORATI	O800	348-3705/1002	00001	106,327.51	276.92-			106,604.43
181424	GULF COAST BUILDING SUPPLY-AC	E251	947 7800	00001	68.49				68.49
181574	O'REILLY AUTO PARTS-FIRST CALL			00001	1,991.69	6.78-			1,998.47
181787	SHARP ELECTRONICS CORPORATION	N		00001	486.60				486.60
181852	ALTA POINTE HEALTH SYSTEMS IN	C251	450 5901	00001	31,320.00				31,320.00
181921	ALABAMA COASTAL RADIOLOGY	251	460-0326	00001	98.48				98.48
183649	REPUBLIC SERVICES #986			00001	897.00				897.00
184294	PRINT SHOP, THE	251	937 1772	00001	210.00				210.00
184892	WITTICHEN SUPPLY-DAPHNE	251	375 0722	00001	71.32				71.32
185594	STAPLES CONTRACT & COMMERCI	ABQ3	333 8496	00001	10,106.55	84.87-			10,191.42
187112	QUEST DIAGNOSTICS			00001	506.09				506.09
187277	JUBILEE LOCK & KEY	251	621-4024	00001	495.00				495.00
187960	PUBLIC RISK MANAGEMENT ASSN			00001	385.00				385.00
189759	INGENUITY INC			00001	4,000.00				4,000.00
									C-10#20279-0047-0

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.....Aging Phone Number Co 1 - 0 Over 0 Number Name Balance Open Current 423-7604 11.38 189811 MOTT, EDWARD DEAN 251 00001 11.38 190884 772 2260 00001 8,400.00 8,400.00 TYLER TECHNOLOGIES, INC. 800 191016 BAY PEST CONTROL COMPANY INC. 228 875-8908 00001 367.00 367.00 471 45000 00001 6,626.98 6,626.98 191271 PARTS HOUSE, THE 251 191489 WHAREHOUSE LLC 251 937-5566 00001 2,175.00 2,175.00 191947 QUADIENT LEASING USA, INC. 00001 674.58 674.58 191997 EASTERN SHORE PHYSICAL THERAPY 00001 885.00 885.00 192410 COMPLETE DKI 850 225 5354 00001 3,000.00 3,000.00 192689 ADVANTAGE BUSINESS SOLUTIONS. 00001 100.00 100.00 00001 5,625.00 5,625.00 192692 LIFESTAR ALTERNATIVE TRANSPOOR 192813 UNIVERSITY OF SOUTH ALABAMA HC 00001 3.17 3.17 193047 FACILITIES RESOURCE GROUP, INC 251 626 3048 00001 2,435.40 2,435.40 466,318.12 193078 STRYKER SALES CORP/MEDICAL DIV 00001 466,318.12 193081 ONLINE SOLUTIONS, LLC 6,218.34 6,218.34 00001 16,627.17 16,627.17 193139 CHICK & SEA FOOD, INC. (R) 00001 193174 00001 35.62 35.62 CLJP, INC. (R) 193193 ALABAMA CORONERS ASSOCIATIONS 00001 100.00 100.00 834,952.29 00001 855,814.81 20,862.52 General Fund 98634 MCPHERSON OIL CO INC/DBA FUELM800 2398882 00103 1.99 1.99 00103 1.99 1.99 County Transportation Fund 86609 CULLIGAN WATER SYSTEMS OF MOB251 6752697 00104 15.00 15.00 19.50 19.50 183649 REPUBLIC SERVICES #986 00104 109.43 STAPLES CONTRACT & COMMERCIARQ3 333 8496 109.43 185594 00104 00104 143.93 143.93 Legislative Del Off Fund 14.95 14.95 2217 BALLARD, RONALD J JR 251 9371199 00105 7.45 7.45 14029 BAY MINETTE BUILDING SUPPLY 334 9372431 00105 14.95 14.95 16125 WARD, STEPHEN M 251 747-6781 00105 1.054.49 54037 SOUTH ALABAMA REGIONAL 334 4336541 00105 1,054.49 1.43 98634 MCPHERSON OIL CO INC/DBA FUELM800 2398882 00105 1.43 103.00 99320 INFIRMARY OCCUPATIONAL HEALTH34 4333781 00105 103.00 115852 DADE PAPER & BAG CO 251 9641500 00105 865.45 865.45 136207 SHERWIN WILLIAMS - SPANISH FOR 00105 54.52 54.52 6217620 00105 590.89 590.89 136872 LOWE'S - DAPHNE 142551 FERGUSON ENTERPRISES INC - DAP 251 6212147 00105 86.63 86.63 425.28 154499 SOUTHERN PIPE & SUPPLY - FAIRH 251 9900786 00105 425.28 9.08 156566 MERCHANTS FOODSERVICE 800 8443663 00105 9.08 181787 SHARP ELECTRONICS CORPORATION 00105 368.00 368.00 14.95 182214 BAKER, JACQUELYN V 251 5105222 00105 14.95 14.95 182436 FORRISTEL, RYAN SCOTT 525-6215 00105 14.95 251 141.37 185594 STAPLES CONTRACT & COMMERCIAB03 333 8496 00105 107.79 33.58-

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As Of 1/20/2021

	20								As Of 1/20/2021
Number	Supplier		one Number	Со	Balance Open	Current		.ging	
			one rumoer		Balance Open	Curen	1-0	Over 0	
186326	QCHC INC			00105	8,000.00				8,000.00
191001	DUBOSE, ROBERT L	251	243-1140	00105	14.95				14.95
191016	BAY PEST CONTROL COMPANY INC	2. 228	875-8908	00105	43.50				43.50
192701	CRENSHAW, LASHANDA MONIQUE	251	294-3265	00105	13.46				13.46
192964	SAMPSON, MARLON JERMAINE	251	406-0356	00105	14.95				14.95
	Juvenile Detention Fac Fund			00105	11,820,67	33.58-			11,854.25
54037	SOUTH ALABAMA REGIONAL	334	4336541	00106	567.20				567.20
98634	MCPHERSON OIL CO INC/DBA FUEI	LM800	2398882	00106	.46				.46
136733	AMERICAN ASSN FOR STATE & LO	CA		00106	118.00				118.00
190878	STAPLES CONTRACT-PROMOTIONA	AL&		00106	499.66				499.66
	Baldwin Co Archives Fund			00106	1,185.32				1,185.32
27714	CENTRAL BALDWIN VETERINARY	HOS		00109	2,759.24				2,759.24
41726	ANIMAL CARE EQUIP & SERVICES	(800	338-2237	00109	904.80				904.80
55757	ALABAMA ANIMAL CONTROL ASSI	V		00109	100.00				100.00
84216	W W GRAINGER - FOR PO'S	251	661-1035	00109	553.58				553.58
86609	CULLIGAN WATER SYSTEMS OF MO)B251	6752697	00109	17.90				17.90
98634	MCPHERSON OIL CO INC/DBA FUEI	_N\$00	2398882	00109	11.24				11.24
184892	WITTICHEN SUPPLY-DAPHNE	251	375 0722	00109	31.87				31.87
185594	STAPLES CONTRACT & COMMERCI	ABQ3	333 8496	00109	94.20				94.20
189950	COLONY ANIMAL CLINIC			00109	506.18				506.18
191704	GPS INSIGHT, LLC	866	477 4321	00109	249.50				249.50
192919	ELANCO US, INC			00109	653.88	34.42-			688.30
	Animal Shelter			00109	5,882.39	34.42-	************		5,916.81
14006	BLOSSMAN GAS - FOLEY	251	9435759	00111	29.18				29.18
14029	BAY MINETTE BUILDING SUPPLY	334	9372431	00111	417.68				417.68
19009	CAMPBELL HARDWARE & SUPPLY	CQ51	9472291	00111	162.21				162.21
21179	DAVISON OIL COMPANY INC	334	633-4444	00111	861.27				861.27
25048	EQUIPMENT SALES CO	251	9375313	00111	295.32				295.32
27022	GULF COAST NEWSPAPERS			00111	822.80				822.80
32045	HOSEA O. WEAVER & SON INC	251	3423025	00111	50,725.59	354.39-			51,079.98
40033	MOBILE PRESS REGISTER (ADS)			00111	414.14				414.14
40589	MOBILE ASPHALT CO LLC	251	4080770	00111	77,679.13	384.48-			78,063.61
43932	EVANS MFG	251	6336008	00111	1,338.75				1,338.75
51009	ROBERTSDALE AUTO PARTS INC	334	9472882	00111	1,405.93				1,405.93
54037	SOUTH ALABAMA REGIONAL	334	4336541	00111	236.44				236.44
57038	TRACTOR & EQUIPMENT CO - MOB	IL		00111	3,526.04				3,526.04
57071	THOMPSON TRACTOR CO	334	6265100	00111	290,028.43				290,028.43
62623	EMPIRE TRUCK SALES INC	251	3300088PH	00111	904.04				904.04
65201	VULCAN MATERIALS CO - PO'	251	6256681	00111	10,320.98				10,320.98
66006	WRIGHTS MOTOR PARTS INC	334	9372591	00111	1,362.56				1,362.56
51500000	24.44.00=17.0020054.45.14E-10.15.45.75.75.75.75.75.75.75.75.			0.000(0.000)					

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. Supplier Number Name Phone Number Co Balance Open Current 1 - 0 Over 0 2,417.06 84216 W W GRAINGER - FOR PO'S 661-1035 00111 2,417.06 251 87716 LOWE'S FOLEY - 057700034 9705307 00111 231.37 231 37 87767 504 4419700 JANI KING OF MOBILE 00111 346.45 346.45 94060 CHUCK STEVENS AUTO INC 00111 465.63 465.63 98597 **BALDWIN TRACTOR - PURCHASES** 9474171 00111 102,826.94 102,826.94 98634 MCPHERSON OIL CO INC/DBA FUELM800 2398882 00111 473.12 473.12 99320 INFIRMARY OCCUPATIONAL HEALTH34 4333781 00111 126.00 126.00 100861 JOHN G WALTON CONST CO 00111 199,644.58 199,644.58 102875 CDW - GOVERNMENT, INC - PO 866 3393526 00111 13.02 13.02 120432 HI-LINE - FOR PURCHASE ORDERS 00111 738.58 738.58 121857 DIVERSIFIED COMPUTER SERVICES 334 2608453 00111 750.00 750.00 126261 EXPRESS OIL CHANGE -ROBERTSDAD51 9472606 00111 219.19 219.19 128080 797.94 KENWORTH OF ALABAMA (PARTS ONE) 9574000P 00111 797.94 136514 FLOYDS EXHAUST & PERFORMANCE A 9479631 00111 779.88 779.88 143642 8797336 00111 JACE CHANDLER - PO'S 205 1,617.56 1,617.56 146165 BALDWIN FEED AND SEED LLC 9379166 00111 1,135.00 1,135.00 147897 NAVIGATION ELECTRONICS INC 9491446PH 00111 1,040.52 1,040.52 148734 AIRGAS USA, LLC - PO'S 00111 147.20 147.20 149690 McGRIFF TIRE CO INC (PO'S ONL 00111 3,504.40 3,504.40 AMMONS & BLACKMON CONSTRUCTION 6260656 00111 137,230,42 137,230.42 151634 160590 BAGBY & RUSSELL ELECTRIC CO-TH 4435902 00111 4,626.00 4,626.00 SWEAT TIRE - BAY MINETTE 5808473 00111 683.84 683.84 162616 181574 O'REILLY AUTO PARTS-FIRST CALL 00111 2,709.92 22.00-2,731.92 181787 SHARP ELECTRONICS CORPORATION 00111 416.51 416.51 183649 REPUBLIC SERVICES #986 00111 78.00 78.00 ANDREW'S DIESEL & AUTOMOTIVE R251 00111 65.10 65.10 184603 591 1596 469.03 185594 STAPLES CONTRACT & COMMERCIA803 333 8496 00111 469.03 298,600.00 185645 BEARD EQUIPMENT CO - MOBILE 00111 298,600.00 185685 DEWBERRY ENGINEERS INC 251 990 9950 00111 356.00 356.00 185973 **GULF CITY BODY & TRAILER WORKS** 00111 19.12 19.12 186138 GRAESTONE AGGREGATES, LLC 00111 29,217.21 29,217.21 186715 CHAMBERS GLASS 251 964 2298 00111 250.00 250.00 193140 675.25 R B PETROLEUM PRODUCTS (R) 00111 675.25 00111 1,233,201.33 760.87-1,233,962.20 7 Cent Gasoline Tax Fund 36020 INTERNATIONAL ASSN OF ASSESSIN 00120 345.00 345.00 1,154.78 54037 SOUTH ALABAMA REGIONAL 334 4336541 00120 1,154.78 334 9372591 00120 135.50 135.50 66006 WRIGHTS MOTOR PARTS INC 96.95 00120 96.95 94060 CHUCK STEVENS AUTO INC 11.49 98634 MCPHERSON OIL CO INC/DBA FUELM800 2398882 00120 11.49 2,271.68 102875 CDW - GOVERNMENT, INC - PO 866 3393526 00120 2,271.68

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Numb	Supplier	Phone Number	Co	Balance Open	Current	1 - 0	ging		
- Trumb	Nume	1 none (vanioe)		Balance Open	Current	1-0	Over 0		
11199	BENECOM TECHNOLOGIES INC	504 2541441	00120	1,068.00				1,068.00	
11585	2 DADE PAPER & BAG CO	251 9641500	00120	521.46				521.46	
16261	6 SWEAT TIRE - BAY MINETTE	5808473	00120	152.80				152.80	
18559	94 STAPLES CONTRACT & COMMERCIAL	103 333 8496	00120	1,907.37				1,907.37	
18632	22 ADAMS, TIFFANY MARIE	251 752-7384	00120	152.72				152.72	
	Reappraisal Fund		00120	7,817.75				7,817.75	
143	SECTION 18 TRANSPORTATION FUNDS	251 9370355	00140	1,046.52				1,046.52	
78043	VAUTRIN, IRMA		00140	17.80				17.80	
94617	CALLOWAY, NELL		00140	7.20				7.20	
98634	MCPHERSON OIL CO INC/DBA FUELM	00 2398882	00140	1.40				1.40	
15352	5 BLACK, LILLIAN		00140	16.00				16.00	
18395	HENDERSON, KENDEL DYETT 2	51 978-6934	00140	117.60				117.60	
18436	3 BUSH, JANICE		00140	2.40				2.40	
18492	8 FREEMAN, CAROLYN		00140	20.00				20,00	
18511	3 WILSON, LEAH		00140	7.20				7.20	
18559	4 STAPLES CONTRACT & COMMERCIAN	03 333 8496	00140	124.81				124.81	
18696	1 PRINCE, KAREN L		00140	11.20				11.20	
19013	5 LAMBERTH, DOROTHY		00140	1.60				1.60	
19143	3 GREEN, TERRY V		00140	4.00				4.00	
19143	4 BEAUCHAMP, LARRY E		00140	74.40				74.40	
19143	6 CLARK, NINA L		00140	4.80				4.80	
19274	8 HEARN, JANNA J.		00140	6.40				6.40	
19319	4 DILLON, MARILYN		00140	26.00				26.00	
19319:	5 DYESS, VICKI		00140	9.60				9.60	
193196	6 MEYER, JEAN		00140	4.80				4.80	
	Council on Aging Fund		00140	1,503.73				1,503.73	
40033	MOBILE PRESS REGISTER (ADS)		00143	200.89				200.89	
43003	OEC 8	00 759-3368	00143	187.14				187.14	
51009	ROBERTSDALE AUTO PARTS INC 3	34 9472882	00143	1,955.50				1,955.50	
54037	SOUTH ALABAMA REGIONAL 3	34 4336541	00143	570.48				570.48	
79396	BEHAVIORAL HEALTH SYSTEMS INC		00143	90.00				90.00	
86609	CULLIGAN WATER SYSTEMS OF MOE	51 6752697	00143	52.00				52.00	
98634	MCPHERSON OIL CO INC/DBA FUELM	00 2398882	00143	174.31				174.31	
99320	INFIRMARY OCCUPATIONAL HEALTH	34 4333781	00143	50.00				50.00	
192322	2 VIA MOBILITY, LLC 6	17 894-6819	00143	16,500.00				16,500.00	
	Section 18 Fund		00143	19,780.32				19,780.32	
14011	BUILDERS HARDWARE & SUPPLY CO2.	51 9372361PH	00144	93.31				93.31	
14029	BAY MINETTE BUILDING SUPPLY 3.	34 9372431	00144	71.30				71.30	
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00144	40.75				40.75	
40033	MOBILE PRESS REGISTER (ADS)		00144	219.43				219.43	
								- 10112	

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Number	Name Phon	e Number Co	Balance Open	Current	1 - 0 Over 0	
100=1		12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
40074		626 1908 001				461.32
51009		9472882 001				160.50
51040	ROBERTSDALE POWER EQUIPMENT	001				240.00
54037		4336541 001				87.30
55845	SHERWIN WILLIAMS - DAPHNE	001				128.08
98597		9474171 001				749.80
98634		2398882 001	44 29.56			29.56
99320	INFIRMARY OCCUPATIONAL HEALTH34	4333781 001	44 60.00			60.00
103114	BAY UTILITY TRAILERS INC 251	9436683 001	44 1,151.60			1,151.60
136872	LOWE'S - DAPHNE	6217620 001	44 957.42			957.42
181424	GULF COAST BUILDING SUPPLY-ACE251	947 7800 001	44 183.76			183.76
182244	COASTAL INDUSTRIAL SUPPLY 251	947 9400 001	44 117.00			117.00
183649	REPUBLIC SERVICES #986	001	44 223.21			223.21
185594	STAPLES CONTRACT & COMMERCIA®03	333 8496 001	44 535.20	9.78-		544.98
185606	GULF COAST ORGANIC, INC. **	001	44 1,800.00			1,800.00
	Parks Fund	001	7,309.54	9.78-		7,319.32
10225	UNIV AUBURN-GOVERNMENTAL SERW#	8444782/HALEYCT 001	46 40.00			40.00
		R				
27022	GULF COAST NEWSPAPERS	001	46 640.90			640.90
113603	BAY AREA PRINTING & GRAPHICS S 850	4336864 001	46 738.15			738.15
185594	STAPLES CONTRACT & COMMERCIA®Q3	333 8496 001	46 115.84			115.84
	Eastern Shore Metro Planning O	001	46 1,534.89		· · · · · · · · · · · · · · · · · · ·	1,534.89
43932	EVANS MFG 251	6336008 001	65 112.50			112.50
97199	RACINE'S FEED GARDEN & SUPPLY 251	9473003 001	65 145.20			145,20
	Gulf Mexico EnergySec Act 2006	001	65 257.70			257.70
19009	CAMPBELL HARDWARE & SUPPLY CQ51	9472291 005	10 46.21			46.21
51009	ROBERTSDALE AUTO PARTS INC 334	9472882 005		44.00-		370.10
54037	SOUTH ALABAMA REGIONAL 334	4336541 005				3,719.75
54050		6600902 005				1,446.90
57071		6265100 005		9.30-		27,427.31
65007		9431541 005				5,533.71
65201		6256681 005				10,886.23
84216		661-1035 005				141.17
86609		6752697 005				48.40
89375		6213555 005				7,250.00
95628		6482076/GREG 005				189.35
98634		2398882 005				280.83
99320		4333781 005				63.00
102875						
	A STATE OF THE STA					35.60
104707	CAT RENTAL STORE, THE 251	4521180PH 005	3,733.66			3,733.66

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	Supplier						ging	
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
106219	MIKE HOFFMAN'S EQUIPMENT SERV2	51 6668994	00510	1,827.21				1,827.21
115852	No. 100	51 9641500	00510	243.10				243.10
149690	McGRIFF TIRE CO INC (PO'S ONL		00510	1,741.65				1,741.65
161138	MINGLEDORFF'S INC		00510	160.00				160.00
180999	PETROLEUM TRADERS CORPORATIO8	00 348-3705/1002	00510	5,461.11				5,461.11
181290	WESCO - FOLEY - PO'S 2	51 424 1550	00510	77.20				77.20
183631	DEERE & COMPANY		00510	10,776.69				10,776.69
187492	SHORELINE ENVIRONMENTAL INC 2	51 960 5505	00510	62.50				62.50
191016	BAY PEST CONTROL COMPANY INC. 2	28 875-8908	00510	17.50				17.50
	Solid Waste Fund		00510	81,485.88	53.30-			81,539.18
10202	AL-TRANS SERVICE INC * 2	51 3040906	00511	562.75				562.75
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00511	32.34				32.34
21179	DAVISON OIL COMPANY INC 3	34 633-4444	00511	1,280.00				1,280.00
48298	POSTMARK INK 2	51 9281095	00511	472.95	754.20-			1,227.15
51009	ROBERTSDALE AUTO PARTS INC 3	34 9472882	00511	418.90	18.00-			436.90
54037	SOUTH ALABAMA REGIONAL 3	34 4336541	00511	5,229.21				5,229.21
54050	BAY SIDE RUBBER & PRODUCTS 2	51 6600902	00511	1,293.61				1,293.61
54464	SOUTHERN CHEVROLET-OLDS-GEO		00511	2,638.34				2,638.34
57039	TRUCK EQUIPMENT SALES INC 2	51 6668606	00511	21,302.99				21,302.99
57071	THOMPSON TRACTOR CO 3	34 6265100	00511	1,504.88				1,504.88
98634	MCPHERSON OIL CO INC/DBA FUELM	00 2398882	00511	345.13				345.13
114420	RUSH TRUCK CENTER - THEODORE 2	51 4597300	00511	429.10				429.10
123094	McPHERSON CO (FOR PO) 8	88- 8027500EXT2	00511	372.60				372.60
128080	KENWORTH OF ALABAMA (PARTS ON	Б1 9574000P	00511	850.45				850.45
148777	BALDWIN CNTY PROBATE COURT		00511	25.00				25.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00511	8,743.14	950.00-			9,693.14
180153	CAPITAL VOLVO TRUCK & TRAILER 2	51 452 0520	00511	2,654.06	113.60-			2,767.66
181787	SHARP ELECTRONICS CORPORATION		00511	535.36				535.36
185594	STAPLES CONTRACT & COMMERCIAS	03 333 8496	00511	438.30				438.30
189486	GSP MARKETING INC 8	14 445 5866	00511	237,539.11				237,539.11
192663	COLLINS, JOHN G (R)		00511	42.00				42.00
193151	ABERNATHY, JACOB E (R)		00511	16.00				16.00
193152	BENNETT, JONATHAN (R)		00511	64.00				64.00
193153	BLURTON, RANDY (R)		00511	32.00				32.00
193154	BRANNON, RAYFORD & HAZEL (R)		00511	48.00				48.00
193155	BYRD, TOMMY & SHEENA M (R)		00511	16.00				16.00
193156	CHRISTIAN, KATIE (R)		00511	16.00				16.00
193157	CLEMMONS, ANNE (R)		00511	16.00				16.00
193158	COBB, JENNIFER & ROBERT (R)		00511	16.00				16.00
193159	CRIBBET, LARRY (R)		00511	32.00				32.00

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. Supplier Aging Number Name Phone Number Co Balance Open Current 1 - 0 Over 0 193160 DART, DAVID L (R) 00511 32.00 32.00 193161 DAVIS, JEREMY (R) 00511 32.00 32.00 193162 DUNLAP, DAVID (R) 00511 16.00 16.00 193163 00511 FAUST, PATRICK (R) 16.00 16.00 193164 GILBERT, ERIKA (R) 00511 30.00 30.00 193165 GLENN, KELLEY (R) 00511 30.00 30.00 193166 HALL, ADAM (R) 00511 32.00 32.00 193167 HARGER, GRACE (R) 00511 16.00 16.00 193168 HART, MARCUS (R) 00511 32.00 32.00 193169 HILL, ROBERT C & CHARLOTTE (R) 00511 37.00 37.00 193170 HUMPHREY, JOHN (R) 00511 16.00 16.00 193171 IVEY, WILLIAM (R) 00511 16.00 16.00 193172 JONES, JEFFREY (R) 00511 16.00 16.00 193173 KIGER, AMELIA & RONNIE (R) 00511 32.00 32.00 193175 KIM, JONG (R) 00511 16.00 16.00 193176 KIYAN, SUELI (R) 00511 32.00 32.00 193177 LONG, TERRY (R) 00511 32.00 32.00 193178 MARTIN, KEITH (R) 00511 .50 .50 193179 MCALLISTER, VICKIE (R) 00511 16.00 16.00 193180 MELLOTT, CHARLES R (R) 00511 16.00 16.00 NOWELL, JAMES (R) 193181 00511 16.00 16.00 193182 RAYBON, THOMAS H, JR (R) 00511 16.00 16.00 193183 RHODES, DANIEL (R) 00511 16.00 16.00 193184 ROOF, BENJAMIN STEVEN (R) 00511 32.00 32.00 193185 ROSS, DERRICK (R) 00511 32.00 32.00 193186 SCHLAUDER, AMY (R) 00511 21.00 21.00 193187 SCHOONOVER, DENNIS (R) 00511 30.00 30.00 193188 SMITH, CHARLES (R) 00511 30.00 30.00 193189 SMITH, WILLIAM E (R) 00511 48.00 48.00 193190 SULLIVAN, JOSH & FAITH (R) 00511 16.00 16.00 193191 WILSON, CHRISTIE (R) 00511 21.00 21.00 193192 TRUCK CENTER COMPANIES EAST, L 00511 484,109.00 484,109.00 Solid Waste Collection Fund 00511 771,818.72 1,835.80-773,654.52 86609 CULLIGAN WATER SYSTEMS OF MOB251 6752697 00708 22,40 22.40 98634 MCPHERSON OIL CO INC/DBA FUELM800 2398882 00708 11.99 11.99 185594 STAPLES CONTRACT & COMMERCIAR03 333 8496 00708 347.75 347.75 191016 BAY PEST CONTROL COMPANY INC. 228 00708 97.50 97.50 479.64 Community Corrections 00708 479.64 96444 BALDWIN CNTY BAR ASSN-BAY MINE 00740 700.00 700.00 99514 375.39 MATTHEW BENDER* 00740 375.39

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	Supplier					. Aging	
Number	Name	Phone Number	Co	Balance Open	Current 1 - 0	Over 0	
						50	
116160	CANEY PREVE						
116169	GANEY, BRENDA Q		00740	3,433.34			3,433.34
180834	COX, DEANNA VICICH		00740	900.00			900.00
181809	RUFFIN, LORI G		00740	82.50			82.50
	Law Library Fund		00740	5,491.23			5,491.23
116126	HISTORIC BLAKELY AUTHORITY		00742	72,239.43			72,239.43
	Historic Parks Fund		00742	72,239.43			72,239.43
85307	WAL-MART SUPERCENTER *	251 9375558	00780	169.75			169.75
	Donation Trust Fund		00780	169.75			169.75
186451	SYMBOL HEALTH SOLUTIONS LLC		00790	61,017.50			61,017.50
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00790	22.50			22,50
	Self Insurance Trust		00790	61,040.00			61,040.00
	Grand Total(s)			2 120 000 02			
	Grand Total(s)		00790	3,138,979.02	18,134.77		3,120,844.25



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$2,003,948.52 (two million, three thousand, nine hundred forty-eight dollars and fifty-two cents) a part of the minutes.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

N/A

Additional instructions/notes: N/A

Baldwin County Commission Interim Payments February 2, 2021

	Vendor Summary	Totals	Brief Description
1 AF		128.10	
	STATE DEPT OF ENVIRONMENTAL MANAGEMENT	30.00	Permit; Foley Courthouse
3 AL	STATE DEPT OF FINANCE-CRAFT TRAINING	2,172.00	CICT Fees; Dec 2020
4 AL	STATE DEPT OF REVENUE	172,373.76	Payroll
5 AL	STATE DEPT OF REVENUE	281.77	Payroll
6 AL	STATE DEPT OF REVENUE COLLECTION SVCS	308.26	
	ABAMA CHILD SUPPORT PAYMENT CENTER	2,456.91	
8 AL	ABAMA POWER CO	54,564.81	
9 AT			Telephone
	ISTILL, JERE III		Land Redemption
300 PAGE 150 PAGE 1	LDWIN CNTY COMMISSION - BOOTS	5,955.00	
A 100 A	LDWIN CNTY COMMISSION - DENTAL	12,505.50	
	LDWIN CNTY COMMISSION - HEALTH	83,116.50	
	LDWIN CNTY LIBRARY COOPERATIVE INC		
	LDWIN CNTY SHERIFF'S OFFICE		Video; 1st Qtr FY21
750,000 A LAND			Payrol; Sheriff's
	LDWIN COUNTY	2,100.00	ACT 2011-640; Dec '20,Jan '21
	LDWIN COUNTY	174.63	
	LDWIN COUNTY SEWER SERVICE LLC	852.29	
	LDWIN EMC	2,711.38	
	Y MINETTE POSTMASTER		Postage; JDC
1000000	UE CROSS & BLUE SHIELD OF AL	266,731.43	
	UMMETT, THOMAS & PATRICIA		Refund; Solid Waste
	MPBELL, JAMES R	500.00	Refund; Solid Waste
	RROLL, ROBERT EARL	1,500.00	Excess Bid
25 CE	NTURYLINK	332.35	Telephone
26 CH	IEAP LANDS, INC	57.50	Land Redemption
27 CO	OOK, ROBERT M & STEPHENIA K.	150.33	Land Redemption
28 CO	RRECTIONAL PEACE OFFICERS FOUNDATION	15.00	Payroll
29 DE	PARTMENT OF CHILDREN AND FAMILY SVC	539.98	
30 FAI	ETH, BREA	74.00	Refund; Solid Waste
31 FAI	IRHOPE, CITY OF	11,851.48	
	EXIBLE BENEFITS	10,091.08	
33 FL0	ORES & ASSOCIATES	855.00	
	A 2019-1, LLC		Land Redemption
	LEY, CITY OF		Utilities
	NTENOT BENEFITS & ACTURIAL CONSULTING		Actural Svcs; Finance and Accounting
	ONTIER COMMUNICATIONS		Telephone
	NCOCK BANK		Credit Card Svcs; Dec 2020
	RBOR COMMUNICATIONS LLC		Telephone
	DLLOWELL, ASA B		Land Redemption
	S-TAX PAYMENT		
		250,595.03	
42 30	HNSON, KENNETH		Refund; Solid Waste
	DICIAL RETIREMENT FUND	918.75	
	ARTINEZ, PATRICIA		Refund; Solid Waste
	JLLINS, HEATHER		Refund; Solid Waste
	TIONWIDE RETIREMENT SOLUTIONS	11,553.50	
	WELL & BUSH INC		Contract Services
	ORTH BALDWIN HOSPITAL WELLNESS CENTER	184.00	
	ORTH BALDWIN LITERACY COUNCIL		Video; 1st Qtr FY21
	ORTH BALDWIN UTILITIES	1,132.68	
	BRIEN, DANIEL	1,329.14	
	FICE OF PROSECUTION SERVICES	378.11	10% Circuit Clerk Fees; Dec 2020
	PE CONTRACTING INC	51,383.00	Contract Services
54 PR	ESCOTT, JEAN MARC	1,065.30	Land Redemption

	Grand Total	2,003,948.52		
			'	
72	WISE, JODY L CIRCUIT CLERK		Payroll	
71	WILSON, JANELLE		Refund; Park Deposit	
70	WARHURST, LAVERN	74.00	Refund; Solid Waste	
69	VERIZON WIRELESS	40.08	Telephone	
68	UNITI FIBER	7,881.22	Telephone	
67	UNITED WAY OF BALDWIN CNTY	304.00		
66	TOWER EQUITIES LLC	2,000.00	Rental: Lillian Tower	
65	TATE, LUCINDA AND SAM	2,500.00	Excess Bid	
64	SWARTZ, ANGELA	79.29	Refund; Solid Waste	
	SUNSHINE ASSESTS LLC	2,682.44	Land Redemption	
62	STEPHENS, KRISTEN	80.00	Refund; Solid Waste	
61	SPEAKSPACE LLC	322.01	Telephone	
60	SOUTH BALDWIN LITERACY COUNCIL	243.58	Video; 1st Qtr FY21	
59	RYAN PATRICK J	175.00	Election Worker	
58	RUSHING, MARK	160.00	Refund; Solid Waste	
57	RIVIERA UTILITIES	9,746.96	Utilities	
56	RETIREMENT SYSTEMS OF AL	158,575.47	Payroll	
55	PRESCOTT, TYLER MONTANA JUL	4,136.06	Land Redemption	
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	Document . Payment Voucher C		Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pay	yment	Ame Amount Taken	ounts	G/L Distribution	LT PC PI Subledger /Type	e Tax Amount
G/L	Bank Account	000184	81		Cash	Batch Number	2854900	Туре	M	Date	1/12/2021	User ID	DGBRYARS	
PN	9205560		1/11/2021	00001	RETIREMENT SYSTEMS OF A	AL 51059				1,0	026.75-		D	
T7	533920 00	001 001	1/15/2021		0111211550398	RSA EFT MTHLY PR	011121							
					Cash	00018481						1,026.75-	AA	
PN	9205560		1/11/2021	00001	RETIREMENT SYSTEMS OF A	AL 51059				1,1	183.20-		D	
T7	533921 00	001 001	1/15/2021		0111211550399	RSA EFT MTHLY PR	011121							
					Cash	00018481						1,183.20-	AA	
PN	9205561		1/11/2021	00001	JUDICIAL RETIREMENT FUN	D 36240				9	918.75-		D	
T7	533916 00	001 001	1/15/2021		0111211550394	JRF JANUARY 2021								
					Cash	00018481						918.75-	AA	
PN	9205562		1/15/2021	00001	IRS-TAX PAYMENT	54188				3,4	150.97-		D	
T7	533907 00	001 001	1/15/2021		01112115503910	636001408 Payroll Tax	tes							
					Cash	00018481						3,450.97-	AA	
PN	9205562		1/15/2021	00001	IRS-TAX PAYMENT	54188				5.6	664.22-		D	
T7		001 001	1/15/2021	00001	01112115503911	636001408 Payroll Tax	es			-,-				
					Cash	00018481						5,664.22-	AA	
													-	
						Totals for Bank Account				12,2	43.89-	2,209.95-		
					,	Totals for Batch				12,2	43.89-	2,209.95-	-	
				15.		User Total				12.2	43.89-	2,209.95-		
						Osci Iodi				12,2	.45.65-	2,207.93=		
						Grand Total		32(34)		12,2	43.89-	2,209.95-		

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	Supplier						ging	
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
91547	NORTH BALDWIN HOSPITAL WELL	NES	00001	106.00				106.00
71547	General Fund	1125	00001	106.00		NAME OF TAXABLE PARTY.		106.00
91547	NORTH BALDWIN HOSPITAL WELL	NES	00106	39.00				39.00
	Baldwin Co Archives Fund		00106	39.00	· ·			39.00
91547	NORTH BALDWIN HOSPITAL WELL	NES	00143	39.00				39.00
	Section 18 Fund		00143	39.00				39.00
	Grand Total(s)		00143	184.00				184.00

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Baldwin County Commission

Manual Payment Journal

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Document Payment Ty Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Payr		mount	unts	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
G/L Bank Account 00018481			Cash	Batch Number	2854914	Туре	$\frac{\mathbf{M}}{}$	Date	1/13/2021	User ID	RBENSON	
	1/13/2021 1/13/2021	00001	BALDWIN CNTY SHERIFF'S OFFICE 1122021	10 PAYROLL MONTH END				17,52	28.16-		D	
			Cash	00018481						17,528.16-	AA	
	1/13/2021 1/13/2021	00001	BALDWIN CNTY SHERIFF'S OFFICE 1122021	10 PAYROLL MONTH END				14,3	10.00-		D	
			Cash	00018481						14,310.00-	AA	
	1/13/2021 1/13/2021	00708	BALDWIN CNTY SHERIFF'S OFFICE 1122021	10 PAYROLL MONTH END				49	94.00-		D	
			Cash	00018481						494.00-	AA	
			Totals fo	r Bank Account				32,33	32.16-	32,332.16-	_	
			Totals fo	r Batch		-		32,33	32.16-	32,332.16-		
			User Tot	al				32,33	32.16-	32,332.16-		
			Grand To	otal				32,33	32.16-	32,332.16-		

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Baldwin County Commission Open A/P Summary Report

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..... 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 S	SOLUTION	00001	125.00	125.00			
180373	BALDWIN CNTY COMMISSIO	N - DENT	00001	289.00	289.00			
186456	BALDWIN CNTY COMMISSIO	N - HEAL	00001	5,724.00	5,724.00			
	General Fund		00001	6,238.00	6,238.00			
	Grand Total(s)		00001	6,238.00	6,238.00			

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..... Supplier Aging Co 1 - 0 Number Name Phone Number Balance Open Current Over 0 10009 ALABAMA POWER CO *** 00001 49,861.04 49,861.04 14397 AT&T MOBILITY (WIRELESS) ** 00001 42.23 42.23 19049 FOLEY, CITY OF 00001 57.72 57.72 40739 NORTH BALDWIN LITERACY COUNCIL 00001 96.00 96.00 51003 RIVIERA UTILITIES 00001 8,118.35 8,118.35 2,765.27 2,765.27 54017 AT&T (BELLSOUTH)* 00001 1,074.99 1,074.99 141655 AT&T - PHONES ONLY - PO'S 00001 145701 SOUTHERN LIGHT LLC / DBA UNITI 251 6621170 00001 7,881.22 7,881.22 155408 HARBOR COMMUNICATIONS LLC 6621532 00001 872.43 872.43 181427 SPEAKSPACE LLC 00001 322.01 322.01 186412 AL STATE DEPT OF FINANCE-CRAFT 00001 2,172.00 2,172.00 67369853 RYAN PATRICK J 00001 175.00 175.00 General Fund 00001 73,438.26 73,438.26 10009 ALABAMA POWER CO *** 00104 184.49 184.49 184.49 184.49 Legislative Del Off Fund 00104 10009 ALABAMA POWER CO *** 00105 1,759.43 1,759.43 48004 BAY MINETTE POSTMASTER 00105 165.00 165.00 00105 1,924.43 1,924.43 Juvenile Detention Fac Fund 15.49 15.49 10009 ALABAMA POWER CO *** 00106 15.49 15.49 Baldwin Co Archives Fund 00106 FAIRHOPE, CITY OF (UTILITIES) 00109 174.89 174.89 19021 174.89 174.89 00109 Animal Shelter 10009 ALABAMA POWER CO *** 00111 1,641.20 1,641.20 75.00 14005 BALDWIN EMC 251 9890118 00111 75.00 51003 RIVIERA UTILITIES 00111 239.63 239.63 54017 AT&T (BELLSOUTH)* 00111 907.67 907.67 00111 2,863.50 2,863.50 7 Cent Gasoline Tax Fund 17.68 17.68 19003 NORTH BALDWIN UTILITIES 00140 54017 AT&T (BELLSOUTH)* 00140 311.91 311.91 329.59 329.59 00140 Council on Aging Fund 114.39 00143 114.39 10009 ALABAMA POWER CO *** 45.00 51003 RIVIERA UTILITIES 00143 45.00 159.39 159.39 00143 Section 18 Fund 332.56 332.56 ALABAMA POWER CO *** 00144 10009 1,115.00 1,115.00 19003 NORTH BALDWIN UTILITIES 00144 49.80 49.80 51003 RIVIERA UTILITIES 00144 Parks Fund 00144 1,497.36 1,497.36 14005 BALDWIN EMC 251 9890118 00510 767.00 767.00 72.56 72.56 19021 FAIRHOPE, CITY OF (UTILITIES) 00510 839.56 839.56 Solid Waste Fund 00510

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	Supplier						Aging	**	
Number	Name	Pho	one Number	Co	Balance Open	Current	1 - 0	Over 0	
				_					
193144	SWARTZ, ANGELA (R)			00511	79.29				79.29
193145	STEPHENS, KRISTEN (R)			00511	80.00				80.00
193146	MULLINS, HEATHER (R)			00511	231.00				231.00
193147	MARTINEZ, PATRICIA (R)			00511	273.00				273.00
193148	FAETH, BREA (R)			00511	74.00				74.00
193149	RUSHING, MARK (R)			00511	160.00				160.00
193150	CAMPBELL, JAMES R (R)			00511	500.00				500.00
	Solid Waste Collection Fund			00511	1,397.29				1,397.29
10009	ALABAMA POWER CO ***			00708	656.21				656.21
	Community Corrections			00708	656.21				656.21
128434	PRESCOTT, TYLER MONTANA JUL	334	456-9822	00725	4,136.06	4,136.06			
130681	PRESCOTT, JEAN MARC	334	830-0258	00725	1,065.30	1,065.30			
157622	HOLLOWELL, ASA B			00725	235.73	235.73			
174019	AUSTILL, JERE III	251	6267972	00725	13,069.20	13,069.20			
192221	FNA 2019-1, LLC			00725	1,695.26	1,695.26			
192307	SUNSHINE ASSESTS LLC			00725	2,682.44	2,682.44			
	Land Redemption Fund			00725	22,883.99	22,883.99			
	Grand Total(s)			00725	106,364.45	22,883.99			83,480.46

 Ty	Document	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa	yment	Amo Amount Taken	ounts	G/L Distribution	LT PC	C PI Subledger /Type	Tax Amount
	Bank Account 00018481			Cash	Batch Number	2854943	Туре	M	Date	1/14/2021	User ID	1891	71	
PN PV	9205564 534055 00790 001	1/14/2021 1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 999 1082021	14125 BCC WEEKLY CLAIMS I	/4-1/8/21			2,9	01.90-		D		
				Cash	00018481						2,901.90-	AA		
PN PV	9205564 534055 00790 002	1/14/2021 1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 999 1082021	14125 BCC WEEKLY CLAIMS 1.	/4-1/8/21			5,4	67.85-		D		
				Cash	00018481						5,467.85-	AA		
PN PV	9205564 534055 00790 003	1/14/2021 1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 999 1082021	14125 BCC WEEKLY CLAIMS 1/	/4-1/8/21			1	60.40-		D		
				Cash	00018481						160.40-	AA		
PN PV	9205564 534055 00790 004	1/14/2021 1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 999 1082021	14125 BCC WEEKLY CLAIMS I	/4-1/8/21			6	74.00-		D		
				Cash	00018481						674.00-	AA		
PN PV	9205564 534055 00790 005	1/14/2021 1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 999 1082021	14125 BCC WEEKLY CLAIMS 1/	/4-1/8/21			1,10	04.50-		D		
				Cash	00018481						1,104.50-	AA		
PN PV	9205564 534055 00790 006	1/14/2021 1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 999 1082021	14125 BCC WEEKLY CLAIMS 1/	/4-1/8/21			58,98	83.27-		D		
				Cash	00018481						58,983.27-	AA		
PN PV	9205564 534055 00790 007	1/14/2021 1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 999 1082021	14125 BCC WEEKLY CLAIMS 1/	/4-1/8/21			2,00	65.16-		D		
				Cash	00018481						2,065.16-	AA		
PN PV	9205564 534055 00790 008	1/14/2021 1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 999 1082021	14125 BCC WEEKLY CLAIMS 1/	/4-1/8/21			49	99.26-		D		

Document	Date	Co.	Name	Address Number	Amounts				
Payment Ty Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT I	PC PI Subledger /Type	Tax Amount
			Cash	00018481		499.26-	AA		_
PN 9205565	1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	637.00-			D	
PV 534056 00790 001	1/14/2021		42257 998 1082021	BCSO WEEKLY CLAIMS 1/4-1/8/21					
			Cash	00018481		637.00-	AA		
PN 9205565	1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,548.60-			D	
PV 534056 00790 002	1/14/2021		42257 998 1082021	BCSO WEEKLY CLAIMS 1/4-1/8/21					
			Cash	00018481		1,548.60-	AA		
PN 9205565	1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	. 14125	262.27-			D	
PV 534056 00790 003	1/14/2021		42257 998 1082021	BCSO WEEKLY CLAIMS 1/4-1/8/21					
			Cash	00018481		262.27-	AA		
PN 9205565	1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	. 14125	23,046.82-			D	
PV 534056 00790 004			42257 998 1082021	BCSO WEEKLY CLAIMS 1/4-1/8/21					
			Cash	00018481		23,046.82-	AA		
PN 9205565	1/14/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,674.62-			D	
PV 534056 00790 005	1/14/2021		42257 998 1082021	BCSO WEEKLY CLAIMS 1/4-1/8/21					
			Cash	00018481		2,674.62-	AA		×
			Totals fo	r Bank Account	100,025.65-	71,856.34-		**************************************	
			Totals fo	r Batch	100,025.65-	71,856.34-		2	
			User Tot	al	100,025.65-	71,856.34-) 	
			Grand To	otal	100,025.65-	71,856.34-		-	

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	Document	Date	Co.	Name	Address Number					ounts			
Ту	Payment Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number				Amount Taken		G/L Distribution	LT PC PI Subledger /Type	e Tax Amount
G/L	Bank Account 0001848	1		Cash	Batch Number	2854982	Туре	M	Date	1/15/2021	User ID	RBENSON	
	9205566	1/15/2021	00510	AL STATE DEPT OF REVENUE	153509				134,6	534.91-		D	
PV	534356 00510 001	1/15/2021		12312020	1QFY20 THRU 12/31/2020								
				Cash	00018481						134,634.91-	AA	
PN	9205566	1/15/2021	00510	AL STATE DEPT OF REVENUE	153509				28,9	911.59-		D	
PV	534356 00510 002	1/15/2021		12312020	1QFY20 THRU 12/31/2020								
				Cash	00018481						28,911.59-	AA	
PN	9205566	1/15/2021	00510	AL STATE DEPT OF REVENUE	153509				8,8	327.26-		D	
PV	534356 00510 003	1/15/2021		12312020	1QFY20 THRU 12/31/2020								
				Cash	00018481						8,827.26-	AA	
				m . I .			10					_	
				Totals f	for Bank Account				172,3	73.76-	172,373.76-		
												_	
				Totals f	for Batch				172,3	73.76-	172,373.76-		
				User To	otal		-		172,3	73.76-	172,373.76-	_	
							_		40			_	
				Grand 7	Total				172,3	73.76-	172,373.76-		

Manual Payment Journal

	Document	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Pa	aymen	Aı t Amoun ıt Taken	nounts	G/L Distribution	LT	PC PI Subledger /Type	Tax Amount
G/L	Bank Account 0001848	I		Cash	Batch Number 2855041	Туре	М	Date	1/20/2021	User ID	18	9171	
PN	9205570	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125			1	,366.85-			D	
PV	534882 00790 001	1/15/2021		42257 999 1152021	BCC WEEKLY CLAIMS 1/11-1/15/21								
				Cash	00018481					1,366.85-	AA		
PN	9205570	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125			4	,385.92-			D	
PV	534882 00790 002	1/15/2021		42257 999 1152021	BCC WEEKLY CLAIMS 1/11-1/15/21								
				Cash	00018481					4,385.92-	AA		
PN	9205570	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				690.33-			D	
PV	534882 00790 003	1/15/2021		42257 999 1152021	BCC WEEKLY CLAIMS 1/11-1/15/21								
				Cash	00018481					690.33-	AA		
PN	9205570	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				364.00			D	
PV	534882 00790 004	1/15/2021		42257 999 1152021	BCC WEEKLY CLAIMS 1/11-1/15/21								
				Cash	00018481					364.00	AA		
PN	9205570	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				69.00			D	
PV	534882 00790 005	1/15/2021		42257 999 1152021	BCC WEEKLY CLAIMS 1/11-1/15/21								
				Cash	00018481					69.00	AA		
PN	9205570	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125			124	,241.95-			D	
PV	534882 00790 006	1/15/2021		42257 999 1152021	BCC WEEKLY CLAIMS 1/11-1/15/21								
				Cash	00018481					124,241.95-	AA		
PN	9205570	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125			3	,792.83-			D	
PV	534882 00790 007			42257 999 1152021	BCC WEEKLY CLAIMS 1/11-1/15/21								
				Cash	00018481					3,792.83-	AA		
PN	9205570	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				625.04-			D	
PV	534882 00790 008	1/15/2021		42257 999 1152021	BCC WEEKLY CLAIMS 1/11-1/15/21								

Ty	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
-				Cash	00018481		625.04-	AA		
PN	9205570	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	368.40-			D	
PV	534882 00790 009	1/15/2021		42257 999 1152021	BCC WEEKLY CLAIMS 1/11-1/15/21					
				Cash	00018481		368.40-	AA		
PN	9205570	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,211.92			D	
PV	534882 00790 010	1/15/2021		42257 999 1152021	BCC WEEKLY CLAIMS 1/11-1/15/21					
				Cash	00018481		3,211.92	AA		
PN	9205570	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	.02-			D	
PV	534882 00790 011	1/15/2021		42257 999 1152021	BCC WEEKLY CLAIMS 1/11-1/15/21					
				Cash	00018481		.02-	AA		
PN	9205570	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,986.52			D	
PV	534882 00790 012	1/15/2021		42257 999 1152021	BCC WEEKLY CLAIMS 1/11-1/15/21					
				Cash	00018481		3,986.52	AA		
PN	9205571	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,802.30-			D	
PV	534883 00790 001	1/15/2021		42257 998 1152021	BCSO WEEKLY CLAIMS 1/11-1/15					
				Cash	00018481		1,802.30-	AA		
PN	9205571	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	346.00-			D	
PV	534883 00790 002	1/15/2021		42257 998 1152021	BCSO WEEKLY CLAIMS 1/11-1/15					
				Cash	00018481		346.00-	AA		
PN	9205571	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	257.80-			D	
PV	534883 00790 003			42257 998 1152021	BCSO WEEKLY CLAIMS 1/11-1/15					
				Cash	00018481		257.80-	AA		
PN	9205571	1/20/2021	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	.01			D	
PV	534883 00790 004	1/15/2021		42257 998 1152021	BCSO WEEKLY CLAIMS 1/11-1/15					

Ту	. Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
				Cash	00018481		.01	AA	
PN PV	9205571 534883 00790 005	1/20/2021 1/15/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 998 1152021	14125 BCSO WEEKLY CLAIMS 1/11-1/15	46.00		D	
				Cash	00018481		46.00	AA	
PN PV	9205571 534883 00790 006	1/20/2021 1/15/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 998 1152021	14125 BCSO WEEKLY CLAIMS 1/11-1/15	46.00		D	
				Cash	00018481		46.00	AA	
PN PV	9205571 534883 00790 007	1/20/2021 1/15/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 998 1152021	14125 BCSO WEEKLY CLAIMS 1/11-1/15	35,359.28-		D	
				Cash	00018481		35,359.28-	AA	
PN PV	9205571 534883 00790 008	1/20/2021 1/15/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 998 1152021	14125 BCSO WEEKLY CLAIMS 1/11-1/15	6,946.79-		D	
				Cash	00018481		6,946.79-	AA	
PN PV	9205571 534883 00790 009	1/20/2021 1/15/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 998 1152021	14125 BCSO WEEKLY CLAIMS 1/11-1/15	52.59-		D	
				Cash	00018481		52.59-	AA	
PN PV	9205571 534883 00790 010	1/20/2021 1/15/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 998 1152021	14125 BCSO WEEKLY CLAIMS 1/11-1/15	122.80-		D	
				Cash	00018481		122.80-	AA	
PN PV	9205571 534883 00790 011	1/20/2021 1/15/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 998 1152021	14125 BCSO WEEKLY CLAIMS 1/11-1/15	3,658.23		D	
				Cash	00018481		3,658.23	AA	
PN PV	9205571 534883 00790 012	1/20/2021 1/15/2021	00790	BLUE CROSS & BLUE SHIELD OF AL 42257 998 1152021	14125 BCSO WEEKLY CLAIMS 1/11-1/15	6.08-		D	

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Paym	cument nent ther Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT PC Pl Subledger	/Type Tax Amount
				Cash	00018481		6.08-	AA	
PN 9205 PV 534	5571 4883 00790 013	1/20/2021 1/15/2021	00790	BLUE CROSS & BLUE SHIELD OF A 42257 998 1152021	BCSO WEEKLY CLAIMS 1/11-1/15	2,277.52		D	
				Cash	00018481		2,277.52	AA	
				Totals	for Bank Account	166,705.78-	127,839.90-		
				Totals	for Batch	166,705.78-	127,839.90-		
				User T	otal	166,705.78-	127,839.90-		
				Grand	Total	166,705.78-	127,839.90-		

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Ty	. Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa	yment	t Amo		G/L Distribution	LT	PC PI Subledger /Type	Tax Amount
-	Bank Account 00018481			Cash	Batch Number	2855043	Туре	M	Da	te 1/20/2021	User ID	DO	GBRYARS	
PN	9205572	1/22/2021	00001	IRS-TAX PAYMENT	54188					32,297.94-			D	
T7	534582 00001 001	1/22/2021		012021104858108	636001408 Payroll Taxes									
				Cash	00018481						32,297.94-	AA		
PN	9205572	1/22/2021	00001	IRS-TAX PAYMENT	54188					62,853.68-			D	
T7	534583 00001 001	1/22/2021		012021104858109	636001408 Payroll Taxes									
				Cash	00018481						62,853.68-	AA		
PN	9205572	1/22/2021	00103	IRS-TAX PAYMENT	54188					116.04-			D	
T7	534585 00103 001	1/22/2021		012021104858110	636001408 Payroll Taxes									
				Cash	00018481						116.04-	AA		
PN	9205572	1/22/2021	00103	IRS-TAX PAYMENT	54188					199.96-			D	
T7	534586 00103 001	1/22/2021		012021104858111	636001408 Payroll Taxes									
				Cash	00018481						199.96-	AA		
PN	9205572	1/22/2021	00104	IRS-TAX PAYMENT	54188					320.19-			D	
T7	534587 00104 001	1/22/2021		012021104858112	636001408 Payroll Taxes									
				Cash	00018481						320.19-	AA	_	
PN	9205572	1/22/2021	00104	IRS-TAX PAYMENT	54188					653.20-			D	
T7	534588 00104 001	1/22/2021		012021104858113	636001408 Payroll Taxes									
				Cash	00018481						653.20-	AA		
PN	9205572	1/22/2021	00105	IRS-TAX PAYMENT	54188					1,927.03-			D	
T7	534589 00105 001	1/22/2021		012021104858114	636001408 Payroll Taxes									
				Cash	00018481						1,927.03-	AA		
PN	9205572	1/22/2021	00105	IRS-TAX PAYMENT	54188					4,691.06-			D	
T7	534590 00105 001	1/22/2021		012021104858115	636001408 Payroll Taxes									

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	Document	Date	Co.	Name	Address Number	Amounts			
Ту	Payment Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
				Cash	00018481		4,691.06-	AA	
PN	9205572	1/22/2021	00106	IRS-TAX PAYMENT	54188	192.02-		D	
Т7	534591 00106 001	1/22/2021		012021104858116	636001408 Payroll Taxes				
				Cash	00018481		192.02-	AA	
PN	9205572	1/22/2021	00106	IRS-TAX PAYMENT	54188	1,017.72-		D	
T7	534592 00106 001	1/22/2021		012021104858117	636001408 Payroll Taxes				
				Cash	00018481		1,017.72-	AA	
PN	9205572	1/22/2021	00109	IRS-TAX PAYMENT	54188	994.17-		D	
Т7	534593 00109 001	1/22/2021		012021104858118	636001408 Payroll Taxes				
				Cash	00018481		994.17-	AA	
PN	9205572	1/22/2021	00109	IRS-TAX PAYMENT	54188	2,391.80-		D	
T7	534594 00109 001	1/22/2021		012021104858119	636001408 Payroll Taxes				
				Cash	00018481		2,391.80-	AA	
PN	9205572	1/22/2021	00111	IRS-TAX PAYMENT	54188	17,888.72-		D	
T7	534596 00111 001	1/22/2021		012021104858120	636001408 Payroll Taxes				
				Cash	00018481		17,888.72-	AA	
PN	9205572	1/22/2021	00111	IRS-TAX PAYMENT	54188	38,985.72-		D	
T7	534597 00111 001		00111	012021104858121	636001408 Payroll Taxes	April 16-Microsoph response			
*	22.02.1 2011.								
				Cash	00018481		38,985.72-	AA	
PN	9205572	1/22/2021	00120	IRS-TAX PAYMENT	54188	4,896.61-		D	
T7	534598 00120 001	1/22/2021		012021104858122	636001408 Payroll Taxes				
				Cash	00018481		4,896.61-	AA	
PN	9205572	1/22/2021	00120	IRS-TAX PAYMENT	54188	11,494.94-		D	
Т7	534599 00120 001			012021104858123	636001408 Payroll Taxes				

	Dogument	Date	Co.	Name	Address Number	Amounts			
Ту	Payment Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT PC PI Subledger /Type Tax Amoun	t
				Cash	00018481		11,494.94-	AA	
PN	9205572	1/22/2021	00140	IRS-TAX PAYMENT	54188	900.95-		D	
T7	534600 00140 001	1/22/2021		012021104858124	636001408 Payroll Taxes				
				Cash	00018481		900.95-	AA	
PN	9205572	1/22/2021	00140	IRS-TAX PAYMENT	54188	1,995.46-		D	
T7	534601 00140 001	1/22/2021		012021104858125	636001408 Payroll Taxes				
				Cash	00018481		1,995.46-	AA	
PN	9205572	1/22/2021	00143	IRS-TAX PAYMENT	54188	2,743.41-		D	
T7	534602 00143 001	1/22/2021		012021104858126	636001408 Payroll Taxes				
							0.710.11		
				Cash	00018481		2,743.41-		
PN	9205572	1/22/2021	00143	IRS-TAX PAYMENT	54188	7,019.78-		D	
Т7	534603 00143 001	1/22/2021		012021104858127	636001408 Payroll Taxes				
				Cash	00018481		7,019.78-	AA	
						1 205 02	7,015.70		
PN	9205572	1/22/2021	00144	IRS-TAX PAYMENT 012021104858128	54188	1,285.83-		D	
T7	534604 00144 001	1/22/2021		012021104030120	636001408 Payroll Taxes				
				Cash	00018481		1,285.83-	AA	
			00111			3,456.84-		D	
PN T7	9205572 534605 00144 001	1/22/2021 1/22/2021	00144	IRS-TAX PAYMENT 012021104858129	54188 636001408 Payroll Taxes	3,430.04		D	
17	334003 00144 001	1/22/2021			030001400 Tayton Taxes				
				Cash	00018481		3,456.84-	AA	
DV	0205572	1/22/2021	00146	IRS-TAX PAYMENT	54188	298.75-		D	
PN T7	9205572 534607 00146 001	1/22/2021	00140	012021104858130	636001408 Payroll Taxes				
222					*				
				Cash	00018481		298.75-	AA	
PN	9205572	1/22/2021	00146	IRS-TAX PAYMENT	54188	508.80-		D	
T7	534608 00146 001			012021104858131	636001408 Payroll Taxes				

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	. Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC PI Subledger /Type	Tax Amount
				Cash	00018481		508.80-	AA		
PN	9205572	1/22/2021	00510	IRS-TAX PAYMENT	54188	7,546.87-			D	
T7	534609 00510 001	1/22/2021		012021104858132	636001408 Payroll Taxes					
				Cash	00018481		7,546.87-	AA		
PN	9205572	1/22/2021	00510	IRS-TAX PAYMENT	54188	12,665.24-			D	
Т7	534610 00510 001	1/22/2021		012021104858133	636001408 Payroll Taxes					
				Cash	00018481		12,665.24-	AA		
PN	9205572	1/22/2021	00511	IRS-TAX PAYMENT	54188	6,666.91-			D	
T7	534611 00511 001	1/22/2021		012021104858134	636001408 Payroll Taxes					
				Cash	00018481		6,666.91-	AA		
PN	9205572	1/22/2021	00511	IRS-TAX PAYMENT	54188	15,232.18-			D	
T7	534612 00511 001	1/22/2021		012021104858135	636001408 Payroll Taxes					
				Cash	00018481		15,232.18-	AA		
PN	9205572	1/22/2021	00740	IRS-TAX PAYMENT	54188	61.16-			D	
T7	534613 00740 001	1/22/2021		012021104858136	636001408 Payroll Taxes					
	•			Cash	00018481		61.16-	AA		
PN	9205572	1/22/2021	00740	IRS-TAX PAYMENT	54188	176.86-	4		D	
Т7	534614 00740 001	1/22/2021		012021104858137	636001408 Payroll Taxes					
				Cash	00018481		176.86-	AA		
					Totals for Bank Account	241,479.84-	241,479.84-			
					Totals for Batch	241,479.84-	241,479.84-			
					Toma for Daten					
					User Total	241,479.84-	241,479.84-			

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..... Amounts Date Co.
Payment G/L Class Address Number Document Name Payment Amount Payment Invoice Number Remark G/L LT PC PI Subledger /Type Tax Amount Voucher Account Description Account Number Discount Taken Ty Voucher Co. Item Distribution Grand Total 241,479.84-241,479.84-

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	Supplier					Δ	ging	 115 01	7720727
Number		Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
-		-						 	
717	FLEXIBLE BENEFITS 2	51 9370264	00001	4,150,21	4,150.21				
40627	NATIONWIDE RETIREMENT SOLUTION	į.	00001	4.433.50	4,433.50				
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	4,468.00	4,468.00				
180829	AL STATE DEPT OF REVENUE COLLE		00001	308.26	308.26				
184047	O'BRIEN, DANIEL		00001	368.30	368.30				
186456	BALDWIN CNTY COMMISSION - HEAL		00001	17,527.00	17,527.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00001	335.00	335.00				
	General Fund		00001	32,218.12	32,218.12				
40627	NATIONWIDE RETIREMENT SOLUTION	1	00103	30.00	30.00				
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00103	166.00	166.00				
	County Transportation Fund		00103	230.00	230.00				
180373	BALDWIN CNTY COMMISSION - DENT		00104	57.00	57.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00104	218.00	218.00	and the second section of the section of the second section of the section of the second section of the section of th			
	Legislative Del Off Fund		00104	275.00	275.00				
1	BALDWIN COUNTY 2:	51 580-2521	00105	174.63	174.63				
717	FLEXIBLE BENEFITS 2:	9370264	00105	248.39	248.39				
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	414.50	414.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00105	1,331.00	1,331.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00105	70.00	70.00				
	Juvenile Detention Fac Fund		00105	2,639.29	2,639.29				
717	FLEXIBLE BENEFITS 2:	9370264	00106	79.17	79.17				
180373	BALDWIN CNTY COMMISSION - DENT		00106	96.50	96.50				
184047	O'BRIEN, DANIEL		00106	253.00	253.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00106	373.00	373.00				
	Baldwin Co Archives Fund		00106	801.67	801.67				
717	FLEXIBLE BENEFITS 2:	9370264	00109	42.00	42.00				
40627	NATIONWIDE RETIREMENT SOLUTION		00109	140.00	140.00				
180373	BALDWIN CNTY COMMISSION - DENT		00109	222.50-	222.50-				
186456	BALDWIN CNTY COMMISSION - HEAL		00109	540.00	540.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00109	162.50	162.50				
	Animal Shelter		00109	662.00	662.00				
717	FLEXIBLE BENEFITS 2:	1 9370264	00111	2,128.46	2,128.46				
40627	NATIONWIDE RETIREMENT SOLUTION		00111	4,997.50	4,997.50				
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	553.06	553.06				
180373	BALDWIN CNTY COMMISSION - DENT		00111	3,121.00	3,121.00				

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	Supplier	112				Aging	
Number		none Number	Co	Balance Open	Current	1 - 0 Over 0	
186456	BALDWIN CNTY COMMISSION - HEAL		00111	14,050,00	14,050.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00111	3,315.00	3,315.00		
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84		
107015	7 Cent Gasoline Tax Fund		00111	28.358.86	28,358.86		
717	FLEXIBLE BENEFITS 251	9370264	00110	650.29	650.29		
40627	NATIONWIDE RETIREMENT SOLUTION	2370204	00120	930.00	930.00		
180373	BALDWIN CNTY COMMISSION - DENT		00120	869.50	869.50		
184047	O'BRIEN, DANIEL		00120	337.84	337.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	3.682.00	3,682.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00120	82.50	82.50		
100002	Reappraisal Fund		00120	6,552.13	6,552.13		
717	FLEXIBLE BENEFITS 251	9370264	00140	317.01	317.01		
180373	BALDWIN CNTY COMMISSION - DENT	2010201	00140	244.00	244.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	908.00	908.00		
	Council on Aging Fund		00140	1,469.01	1,469.01		
717	FLEXIBLE BENEFITS 251	9370264	00143	550.03	550.03		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	185.00	185.00		
180373	BALDWIN CNTY COMMISSION - DENT		00143	760.50	760.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	3,196.00	3,196.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00143	155.00	155.00		
	Section 18 Fund		00143	4,846.53	4,846.53		
717	FLEXIBLE BENEFITS 251	9370264	00144	62.51	62.51		
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	313.00	313.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	767.00	767.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00144	310.00	310.00		
	Parks Fund		00144	1,810.43	1,810.43		
717	FLEXIBLE BENEFITS 251	9370264	00146	91.67	91.67		
180373	BALDWIN CNTY COMMISSION - DENT		00146	68.00	68.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	332.00	332.00		·
	Eastern Shore Metro Planning O		00146	491.67	491.67		
717	FLEXIBLE BENEFITS 251	9370264	00510	802.14	802.14		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	169.50	169.50		
94828	ALABAMA CHILD SUPPORT PAYMENT		00510	285.69	285.69		
180373	BALDWIN CNTY COMMISSION - DENT		00510	722.00	722.00		
184047	O'BRIEN, DANIEL		00510	252.00	252.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	3,343.00	3,343.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00510	702.50	702.50		
189015	DEPARTMENT OF CHILDREN AND FAM		00510	346.14	346.14		

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	Supplier	e 1					Aging		
Number	Name	Ph	one Number	Co	Balance Open	Current	1 - 0	Over 0	
	Solid Waste Fund			00510	6,622.97	6,622.97			
717	FLEXIBLE BENEFITS	251	9370264	00511	869.20	869.20			
40627	NATIONWIDE RETIREMENT SOL	UTION		00511	280.00	280.00			
54555	AL STATE DEPT OF REVENUE	205	2421220	00511	281.77	281.77			
94828	ALABAMA CHILD SUPPORT PAY	MENT		00511	544.62	544.62			
180373	BALDWIN CNTY COMMISSION -	DENT		00511	1,271.00	1,271.00			
184047	O'BRIEN, DANIEL			00511	118.00	118.00			
186456	BALDWIN CNTY COMMISSION -	HEAL		00511	5,186.00	5,186.00			
188062	BALDWIN CNTY COMMISSION -	BOOT		00511	822.50	822.50			
	Solid Waste Collection Fund			00511	9,373.09	9,373.09			
	Grand Total(s)			00511	96,350.77	96,350.77			

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Payn	cument nent cher Co. It		Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa	yment	An Amoun Taken	nounts t	G/L Distribution	LT	PC PI Subledger /Type	Tax Amount
G/L Bank	Account 000	18481			Cash	Batch Number	2855060	Туре	M	Date	1/21/2021	User ID	RE	BENSON	
PN 9203 PV 53	5612 4908 00001	001	1/21/2021 1/21/2021	00001	BALDWIN CNTY SHERIFF'S OFFICE 1202021	10 PAYROLL 1/22/21				281	,854.12-			D	
					Cash	00018481						281,854.12-	AA		
PN 9205 PV 53	5612 4908 00001	002	1/21/2021 1/21/2021	00001	BALDWIN CNTY SHERIFF'S OFFICE 1202021	10 PAYROLL 1/22/21				140	,373.07-			D	
					Cash	00018481						140,373.07-	AA		
PN 9205 PV 53	5612 4908 00001	003	1/21/2021 1/21/2021	00708	BALDWIN CNTY SHERIFF'S OFFICE 1202021	10 PAYROLL 1/22/21				11	,213.83-			D	
					Cash	00018481						11,213.83-	AA		
	5612 4908 00001	004	1/21/2021 1/21/2021	00001	BALDWIN CNTY SHERIFF'S OFFICE 1202021	10 PAYROLL 1/22/21				231	,159.27-			D	
					Cash	00018481						231,159.27-	AA		
	5612 4908 00001	005	1/21/2021 1/21/2021	00001	BALDWIN CNTY SHERIFF'S OFFICE 1202021	10 PAYROLL 1/22/21				108	,158.81-			D	
					Cash	00018481						108,158.81-	AA		
PN 9203 PV 53	5612 4908 00001	006	1/21/2021 1/21/2021	00708	BALDWIN CNTY SHERIFF'S OFFICE 1202021	10 PAYROLL 1/22/21				9,	,331.63-			D	
					Cash	00018481						9,331.63-	AA		
					Totals fo	r Bank Account		F		782,	090.73-	782,090.73-			
					Totals fo	r Batch		_		782,	,090.73-	782,090.73-			
					User Tot	al		-		782,	,090.73-	782,090.73-			

R5504311 BCC0001 **Baldwin County Commission**

Manual Payment Journal

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7:19:00

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Co. G/L Class Document Payment Address Number Date Name Payment Voucher Invoice Number Remark Payment Amount G/L LT PC PI Subledger /Type Tax Amount Ty Voucher Co. Item Discount Taken Account Description Account Number Distribution

Grand Total

782,090.73-

782,090.73-

R5504311 BCC0001

Baldwin County Commission

Manual Payment Journal

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	. Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Pa	yment scount	Amoun	nounts t	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
G/L	Bank Account 000184	81		Cash	Batch Number 2855062	Type	$\frac{M}{}$	Date	1/21/2021	User ID	RBENSON	
PN	9205613	1/22/2021	00001	HANCOCK BANK	185975				4.98-		D	
PV	534909 00001 00	1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020							
				Cash	00018481					4.98-	AA	
PN	9205613	1/22/2021	00779	HANCOCK BANK	185975				144.07-		D	
PV	534909 00001 003	2 1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020							
				Cash	00018481					144.07-	AA	
PN	9205613	1/22/2021	00779	HANCOCK BANK	185975				144.07-		D	
PV	534909 00001 00	3 1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020							
				Cash	00018481					144.07-	AA	
PN	9205613	1/22/2021	00779	HANCOCK BANK	185975				144.07-		D	
PV	534909 00001 00-	1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020							
				Cash	00018481					144.07-	AA	
PN	9205613	1/22/2021	00779	HANCOCK BANK	185975				144.07-		D	
PV	534909 00001 00	5 1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020							
				Cash	00018481					144.07-	AA	
PN	9205613	1/22/2021	00001	HANCOCK BANK	185975				1.98-		D	
PV	534909 00001 00	6 1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020							
											2000	
				Cash	00018481					1.98-	AA	
PN	9205613	1/22/2021	00001	HANCOCK BANK	185975				198.00-		D	
PV	534909 00001 00	7 1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020							
				450°01 56						Start Gallery (Colored Colored	A (7.4.5)	
				Cash	00018481					198.00-	AA	
PN	9205613	1/22/2021	00511	HANCOCK BANK	185975				34.99-		D	
PV	534909 00001 00	8 1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020							

	Document	Date	Co.	Name	Address Number	Amounts				
	Payment Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC PI Subledger /Type	Tax Amount
				Cash	00018481		34.99-	AA		
PN	9205613	1/22/2021	00001	HANCOCK BANK	185975	90.00-			D	
PV	534909 00001 009	1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020					
				~ .						
				Cash	00018481		90.00-	AA		
PN	9205613	1/22/2021	00001	HANCOCK BANK	185975	90.00-			D	
PV	534909 00001 010	1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020					
				Cash	00018481		90.00-	AA		
200000						1 826 00				
PN	9205613	1/22/2021	00001	HANCOCK BANK DEC '20	185975	1,836.00-			D	
PV	534909 00001 011	1/21/2021		DEC 20	CREDIT CARD SVCS; DEC 2020					
				Cash	00018481		1,836.00-	AA		
DV	10205712	1/22/2021	00001	HANCOCK BANK	185975	80.00-			D	
PN PV	9205613 534909 00001 012	1/22/2021	00001	HANCOCK BANK DEC '20	CREDIT CARD SVCS; DEC 2020	00.00			В	
. ,	334309 00001 012	1/21/2021			CREDIT CIND OVCO, DBC 2020					
				Cash	00018481		80.00-	AA		
PN	9205613	1/22/2021	00001	HANCOCK BANK	185975	80.00-			D	
PV	534909 00001 013	1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020					
				Cash	00018481		80.00-	AA		
PN	9205613	1/22/2021	00001	HANCOCK BANK	185975	399.98-			D	
PV	534909 00001 014	1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020					
				Cash	00018481		399.98-	AA		
PN	9205613	1/22/2021	00001	HANCOCK BANK	185975	400.00-			D	
PV	534909 00001 015	1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020					
							(Vicinia)			
				Cash	00018481		400.00-	AA		
PN	9205613	1/22/2021	00144	HANCOCK BANK	185975	3,690.00-			D	
PV	534909 00001 016	1/21/2021		DEC '20	CREDIT CARD SVCS; DEC 2020					

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Baldwin County Commission

Manual Payment Journal

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Payment Ty Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts Payment Amount Discount Taken	G/L Distribution	LT PC PI Subledger /Typ	e Tax Amount
			Cash	00018481		3,690.00-	AA	
				Totals for Bank Account	7,482.21-	7,482.21-	_	
				Totals for Batch	7,482.21-	7,482.21-	_	
				User Total	7,482.21-	7,482.21-	<u></u>	
				Grand Total	7,482.21-	7,482.21-	0	

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Number	Name		ne Number	Co	Balance Open	Current	1 - 0 Over 0	
				_	-	a .		
19021	FAIRHOPE, CITY OF (UTILITIES)			00001	11,400.89	11,400.89		
27007	CENTURYLINK (GULFTEL) **			00001	90.66			90.66
61111	CENTURYLINK(GULF TELEPHONE CO	0		00001	241.69			241.69
63589	AT&T (BELLSOUTH)**			00001	568.24			568.24
136611	BALDWIN CNTY SHERIFF'S OFFICE	251	9370210	00001	2,100.00			2,100.00
152240	VERIZON WIRELESS **			00001	40.08			40.08
180087	FONTENOT BENEFITS & ACTURIAL C	205	970 1811	00001	3,000.00			3,000.00
188242	FLORES & ASSOCIATES	704	335-8211	00001	855.00			855.00
188839	TOWER EQUITIES LLC	504	585 9200	00001	2,000.00			2,000.00
	General Fund			00001	20,296.56	11,400.89		8,895.67
19021	FAIRHOPE, CITY OF (UTILITIES)			00104	36.79	36.79		
	Legislative Del Off Fund			00104	36.79	36.79		
97691	BALDWIN COUNTY SEWER SERVICE	L		00109	508.94	508.94		
	Animal Shelter			00109	508.94	508.94		
14005	BALDWIN EMC	251	9890118	00111	261.00			261.00
48268	POPE CONTRACTING INC			00111	51,383.00			51,383.00
51003	RIVIERA UTILITIES			00111	1,294.18			1,294.18
97691	BALDWIN COUNTY SEWER SERVICE	L		00111	228.90	228.90		
180761	NEWELL & BUSH INC			00111	13,435.14			13,435.14
	7 Cent Gasoline Tax Fund			00111	66,602.22	228.90		66,373.32
14005	BALDWIN EMC	251	9890118	00140	564.00			564.00
	Council on Aging Fund			00140	564.00			564.00
19021	FAIRHOPE, CITY OF (UTILITIES)			00143	166.35	166.35	· ·	
	Section 18 Fund			00143	166.35	166.35		
14005	BALDWIN EMC	251	9890118	00144	672.38			672.38
97691	BALDWIN COUNTY SEWER SERVICE	L		00144	114.45	114.45		
193206	WILSON, JANELLE (R)			00144	200.00	200.00		
	Parks Fund			00144	986.83	314.45		672.38
14005	BALDWIN EMC	251	9890118	00510	372.00			372.00
	Solid Waste Fund			00510	372.00			372.00
193207	WARHURST, LAVERN (R)			00511	74.00			74.00
193208	JOHNSON, KENNETH (R)			00511	86.55			86.55
193209	BRUMMETT, THOMAS & PATRICIA (R			00511	189.00			189.00
	Solid Waste Collection Fund			00511	349.55			349.55
193204	TATE, LUCINDA AND SAM			00720	2,500.00			2,500.00
193205	CARROLL, ROBERT EARL			00720	1,500.00			1,500.00
	Excess From Land Sales Fund			00720	4,000.00			4,000.00
157622	HOLLOWELL, ASA B			00725	1,462.51	1,462.51		
192245	CHEAP LANDS, INC			00725	57.50	57.50		
192301	COOK, ROBERT M & STEPHENIA K.			00725	150.33	150.33		

R04413

Baldwin County Commission Open A/P Summary Report

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								As Of	1/21/2021
Number		Phone Number	Co	Balance Open	Current	1 - 0	AgingOver 0		
	Land Redemption Fund		00725	1,670.34	1,670.34		, , , , , , , , , , , , , , , , , , , ,		
43012	OFFICE OF PROSECUTION SERVICES		00760	378.11					378.11
	District Attorney Fund		00760	378.11					378.11
	Grand Total(s)		00760	95,931.69	14,326.66				81,605.03

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	. Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa	yment	Am Amount t Taken	ounts	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
-	Bank Account 00018481	l		Cash	Batch Number	2855096	Туре	М	Date	1/22/2021	User ID	DGBRYARS	-
PN	9205614	1/22/2021	00144	RETIREMENT SYSTEMS OF AL	51059				1,	783.85-		D	
Т7	534574 00144 001	1/22/2021		012021104858100	RSA AP PR PPE 01172021								
				Cash	00018481						1,783.85-	AA	
PN	9205614	1/22/2021	00144	RETIREMENT SYSTEMS OF AL	51059				1,6	616.76-		D	
Т7	534575 00144 001	1/22/2021		012021104858101	RSA AP PR PPE 01172021								
				Cash	00018481						1,616.76-	AA	
PN	9205614	1/22/2021	00146	RETIREMENT SYSTEMS OF AL	51059					532.95-		D	
Т7	534576 00146 001	1/22/2021		012021104858102	RSA AP PR PPE 01172021								
				Cash	00018481						532.95-	AA	
PN	9205614	1/22/2021	00510	RETIREMENT SYSTEMS OF AL	51059				7,	787.26-		D	
Т7	534577 00510 001	1/22/2021		012021104858103	RSA AP PR PPE 01172021								
				Cash	00018481						7,787.26-	AA	
DV.	0205714	1/22/2021	00510	RETIREMENT SYSTEMS OF AL	51059				4.2	272.88-		D	
PN T7	9205614 534578 00510 001	1/22/2021	00510	012021104858104	RSA AP PR PPE 01172021				.,,				
	22.01												
				Cash	00018481						4,272.88-	AA	
PN	9205614	1/22/2021	00511	RETIREMENT SYSTEMS OF AL	51059				8,6	688.33-		D	
Т7	534579 00511 001	1/22/2021		012021104858105	RSA AP PR PPE 01172021								
				Cash	00018481						8,688.33-	AA	
		. /22 /2021	00511	DETIDENTENT OVETEMB OF AL	51050				6.0	061.71-		D	
PN T7	9205614 534580 00511 001	1/22/2021	00511	RETIREMENT SYSTEMS OF AL 012021104858106	51059 RSA AP PR PPE 01172021				0,	001.71			
17	234300 00311 001	112212021											
				Cash	00018481						6,061.71-	AA	
PN	9205614	1/22/2021	00740	RETIREMENT SYSTEMS OF AL	51059					158.26-		D	
T7	534581 00740 001	1/22/2021		012021104858107	RSA AP PR PPE 01172021								

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	Decument	Date	Co.	Name	Address Number	Amounts				
	Payment Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC PI Subledger /Type	Tax Amount
				Cash	00018481		158.26-	AA		-
PN	9205614	1/22/2021	00001	RETIREMENT SYSTEMS OF AL	51059	38,212.70-			D	
Т7	534802 00001 001	1/22/2021		01202110485881	RSA AP PR PPE 01172021					
				Cash	00018481		38,212.70-	AA		
PN	9205614	1/22/2021	00001	RETIREMENT SYSTEMS OF AL	51059	20,875.36-			D	
T7	534803 00001 001	1/22/2021		01202110485882	RSA AP PR PPE 01172021					
				1	00010101		20.075.26	4.4		
				Cash	00018481		20,875.36-	AA		
PN	9205614	1/22/2021	00103	RETIREMENT SYSTEMS OF AL	51059	183.59-			D	
Т7	534804 00103 001	1/22/2021		01202110485883	RSA AP PR PPE 01172021					
				Cash	00018481		183.59-	AA		
	800000000000000000000000000000000000000					174.56-			D	
PN T7	9205614 534805 00104 001	1/22/2021	00104	RETIREMENT SYSTEMS OF AL 01202110485884	51059 RSA AP PR PPE 01172021	174.30			D	
.,	334003 00104 001	1122/2021			10.1111					
				Cash	00018481		174.56-	AA		
PN	9205614	1/22/2021	00104	RETIREMENT SYSTEMS OF AL	51059	453.12-			D	
T7	534806 00104 001			01202110485885	RSA AP PR PPE 01172021					
				Cash	00018481		453.12-	AA		
PN	9205614	1/22/2021	00105	RETIREMENT SYSTEMS OF AL	51059	2,933.23-			D	
T7	534807 00105 001	1/22/2021		01202110485886	RSA AP PR PPE 01172021					
				Cash	00018481		2,933.23-	AA		
PN	9205614	1/22/2021	00105	RETIREMENT SYSTEMS OF AL	51059	1,501.62-			D	
T7	534808 00105 001	1/22/2021		01202110485887	RSA AP PR PPE 01172021					
				Cash	00018481		1,501.62-	AA		
						387.30-	1,501.02	6 (0.05)	D	
PN	9205614 534809 00106 001	1/22/2021	00106	RETIREMENT SYSTEMS OF AL 01202110485888	51059 RSA AP PR PPE 01172021	387.30-			D	
T7	334609 00100 001	1/22/2021			NOTAL LIKE TE VII / 2021					

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		Date	C-	Nama	Address Number	Amounts				
	Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC PI Subledger /Type	Tax Amount
				Cash	00018481		387.30-	AA		
PN	9205614	1/22/2021	00106	RETIREMENT SYSTEMS OF AL	51059	607.51-			D	
Т7	534810 00106 001	1/22/2021		01202110485889	RSA AP PR PPE 01172021					
				Cash	00018481		607.51-	AA		
PN	9205614	1/22/2021	00109	RETIREMENT SYSTEMS OF AL	51059	409.37-			D	
T7	534812 00109 001	1/22/2021		01202110485890	RSA AP PR PPE 01172021					
				Cash	00018481		409.37-	AA		
PN	9205614	1/22/2021	00109	RETIREMENT SYSTEMS OF AL	51059	1,792.94-			D	
T7	534813 00109 001	1/22/2021		01202110485891	RSA AP PR PPE 01172021					
				Cash	00018481		1,792.94-	AA		
PN	9205614	1/22/2021	00111	RETIREMENT SYSTEMS OF AL	51059	20,268.79-			D	
T7	534814 00111 001	1/22/2021		01202110485892	RSA AP PR PPE 01172021					
				Cash	00018481		20,268.79-	AA		
PN	9205614	1/22/2021	00111	RETIREMENT SYSTEMS OF AL	51059	17,390.10-			D	
T7	534815 00111 001	1/22/2021		01202110485893	RSA AP PR PPE 01172021					
				Cash	00018481		17,390.10-	AA		
PN	9205614	1/22/2021	00120	RETIREMENT SYSTEMS OF AL	51059	6,516.14-			D	
T7	534816 00120 001	1/22/2021		01202110485894	RSA AP PR PPE 01172021					
				Cash	00018481		6,516.14-	AA		
PN	9205614	1/22/2021	00120	RETIREMENT SYSTEMS OF AL	51059	4,179.21-			D	
Т7	534817 00120 001		22222	01202110485895	RSA AP PR PPE 01172021					
				Cash	00018481		4,179.21-	AA		
PN	9205614	1/22/2021	00140	RETIREMENT SYSTEMS OF AL	51059	1,634.97-			D	
	534818 00140 001	1/22/2021		01202110485896	RSA AP PR PPE 01172021					

	Document	Date	Co.	Name	Address Number	Amounts			
Ту	Payment Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
				Cash	00018481		1,634.97-	AA	
PN	9205614	1/22/2021	00140	RETIREMENT SYSTEMS OF AL	51059	256.97-		D	
Т7	534819 00140 001	1/22/2021		01202110485897	RSA AP PR PPE 01172021				
				Cash	00018481		256.97-	AA	
PN	9205614	1/22/2021	00143	RETIREMENT SYSTEMS OF AL	51059	3,118.10-		D	
T7	534820 00143 001	1/22/2021		01202110485898	RSA AP PR PPE 01172021				
				Cash	00018481		3,118.10-	AA	
PN	9205614	1/22/2021	00143	RETIREMENT SYSTEMS OF AL	51059	3,257.83-		D	
Т7	534821 00143 001	1/22/2021		01202110485899	RSA AP PR PPE 01172021				
				Cash	00018481		3,257.83-	AA	
PN	9205614	1/22/2021	00001	RETIREMENT SYSTEMS OF AL	51059	.11-		D	
PV		1/22/2021		01222021	ADJUSTMENT				
				Cash	00018481		.11-	AA	
PN	9205615	1/22/2021	00001	C/O RETIREMENT SYSTEMS OF AL	8889	885.00-		D	
Т7		1/22/2021		01202110485817	RSA1 BW AP PR 01172021				
				Cash	00018481		885.00-	AA	
PN	9205615	1/22/2021	00105	C/O RETIREMENT SYSTEMS OF AL	8889	20.00-		D	
Т7	534661 00105 001	1/22/2021		01202110485818	RSA1 BW AP PR 01172021				
				Cash	00018481		20.00-	AA	
PN	9205615	1/22/2021	00120	C/O RETIREMENT SYSTEMS OF AL	8889	80.00-		D	
Т7	534672 00120 001	1/22/2021		01202110485819	RSA1 BW AP PR 01172021				
				Cash	00018481		80.00-	AA	
PN	9205615	1/22/2021	00140	C/O RETIREMENT SYSTEMS OF AL	8889	215.00-		D	
T7	534684 00140 001	1/22/2021		01202110485820	RSA1 BW AP PR 01172021				

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	Documen Payment Voucher		Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC PI Subledger /Type	Tax Amount
8					Cash	00018481		215.00-	AA		
PN T7	9205615 534695	00143 001	1/22/2021 1/22/2021	00143	C/O RETIREMENT SYSTEMS OF A	AL 8889 RSA1 BW AP PR 01172021	25.00-			D	
					Cash	00018481		25.00-	AA		
PN T7	9205615 534706	00146 001	1/22/2021 1/22/2021	00146	C/O RETIREMENT SYSTEMS OF A	AL 8889 RSA1 BW AP PR 01172021	25.00-			D	
					Cash	00018481		25.00-	AA		
PN T7	9205615 534717	00510 001	1/22/2021 1/22/2021	00510	C/O RETIREMENT SYSTEMS OF A 01202110485823	AL 8889 RSA1 BW AP PR 01172021	10.00-			D	
					Cash	00018481		10.00-	AA		
PN T7	9205615 534728	00511 001	1/22/2021 1/22/2021	00511	C/O RETIREMENT SYSTEMS OF A	AL 8889 RSA1 BW AP PR 01172021	50.00-			D	
					Cash	00018481		50.00-	AA		
					Tota	ls for Bank Account	156,365.52-	155,055.52-			
					Tota	ls for Batch	156,365.52-	155,055.52-			
					Use	r Total	156,365.52-	155,055,52-			
					Gran	nd Total	156,365.52-	155,055.52-			

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								As Of	1/22/2021
	Supplier								
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
10298	AL STATE DEPT OF ENVIRONMEN	TAL	00001	30.00					30.00
14101	BALDWIN CNTY LIBRARY COOPE	00001	974.29					974.29	
40739	NORTH BALDWIN LITERACY COL	00001	243.58					243.58	
54257	FRONTIER COMMUNICATIONS		00001	68.02					68.02
54683	SOUTH BALDWIN LITERACY COL	INCIL	00001	243.58					243.58
	General Fund		00001	1,559.47					1,559.47
	Grand Total(s)		00001	1,559.47					1,559.47

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As Of

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	Supplier	Article Control	100 M			
Number	Name Phone Number	Co	Balance Open	Current	1 - 0 Over 0	
40624	UNITED WAY OF BALDWIN CNTY **	10000	136.00	60.50		75.50
170616	AFLAC CAIC	00001	112.54	56.27		56,27
186456	BALDWIN CNTY COMMISSION - HEAL	00001	7,435.00	7,435.00		
	General Fund	00001	7,683.54	7,551.77		131.77
40624	UNITED WAY OF BALDWIN CNTY **	00104	30.00	15.00		15.00
	Legislative Del Off Fund	00104	30.00	15.00		15.00
40624	UNITED WAY OF BALDWIN CNTY **	00105	2.00	1.00		1.00
64266	CORRECTIONAL PEACE OFFICERS FO 16 9280071FAX	00105	5.00	2.50		2.50
186456	BALDWIN CNTY COMMISSION - HEAL	00105	475.00	475.00		
	Juvenile Detention Fac Fund	00105	482.00	478.50		3.50
40624	UNITED WAY OF BALDWIN CNTY **	00111	48.00	24.00		24.00
170616	AFLAC CAIC	00111	15.56	7.78		7.78
186456	BALDWIN CNTY COMMISSION - HEAL	00111	6,277.00	6,277.00		
	7 Cent Gasoline Tax Fund	00111	6,340.56	6,308.78		31.78
40624	UNITED WAY OF BALDWIN CNTY **	00120	31.00	15.00		16.00
186456	BALDWIN CNTY COMMISSION - HEAL	00120	2,475.00	2,475.00		
	Reappraisal Fund	00120	2,506.00	2,490.00		16.00
40624	UNITED WAY OF BALDWIN CNTY **	00140	11.00	5.50		5,50
	Council on Aging Fund	00140	11.00	5.50		5,50
40624	UNITED WAY OF BALDWIN CNTY **	00143	20.00	10.00		10.00
186456	BALDWIN CNTY COMMISSION - HEAL	00143	1,525.00	1,525.00		
	Section 18 Fund	00143	1,545.00	1,535.00		10.00
40624	UNITED WAY OF BALDWIN CNTY **	00144	4.00	2.00		2.00
186456	BALDWIN CNTY COMMISSION - HEAL	00144	475.00	475.00		
	Parks Fund	00144	479.00	477.00		2.00
40624	UNITED WAY OF BALDWIN CNTY **	00510	10.00	5.00		5.00
64266	CORRECTIONAL PEACE OFFICERS FO 16 9280071FAX	00510	10.00	5.00		5.00
	Solid Waste Fund	00510	20.00	10.00		10.00
40624	UNITED WAY OF BALDWIN CNTY **	00511	12.00	6.00		6.00
186456	BALDWIN CNTY COMMISSION - HEAL	00511	347.50	347.50		
	Solid Waste Collection Fund	00511	359.50	353.50		6.00
186456	BALDWIN CNTY COMMISSION - HEAL	00790	6,764.00	6,764.00		
	Self Insurance Trust	00790	6,764.00	6,764.00		
	Constantial Constantial	00790	26,220.60	25,989.05		231.55
	Grand Total(s)		20,220.00	23,707.03		



Baldwin County Commission

Agenda Action Form

File #: 21-0444, Version: 1 Item #: FA1

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Request to Use Byrnes Lake Landing and the Bicentennial Park Grounds for Overnight Camping and a Movie Screening Event "On Set Cinema"

STAFF RECOMMENDATION

DISCUSSION ITEM ONLY AT THIS TIME

The County Administrator has received a request from Mr. Kenny Caperton from Hillsborough, North Carolina (see attached email request), for the following:

- 1) Utilize the County-owned Byrnes Lake Landing site for a movie screening event on November 13, 2021, for approximately 3 hours after sunset; and
- 2) The use of Bicentennial Park grounds for overnight camping and a movie viewing event November 13. 2021.

Mr. Caperton operates a project "On Set Cinema" where movies are shown all over the country at their actual filming locations. Byrnes Lake Landing was one of the sites for the movie Friday the 13th and Mr. Caperton is hoping to hold the event at Byrnes Lake Landing for that reason.

The event would be a for-profit event with maximum 50 people attending who would buy tickets from Mr. Caperton to participate.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

File #: 21-0444, Version: 1 Item #: FA1

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

<u>ADVERTISING REQUIREMENTS</u>

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

Anu Gary

Subject: FW: Byrnes Lake Landing - Friday The 13th Movie Screening Event

From: Kenny Caperton < kennycaperton@gmail.com>

Date: January 14, 2021 at 3:42:29 PM CST **To:** wayne.dyess@baldwincountyal.gov

Subject: Re: Byrnes Lake Landing - Friday The 13th Movie Screening Event

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

Hey Wayne, I forgot to list COVID precautions in the previous message. Sorry about that. Here they are...

COVID-19: I understand this might be a big concern. Who knows exactly where we'll be in November or later this year, but I'm hoping in a much better place according to everyone's predictions. The great thing about this event is that it will be completely outside where people will be in open air and be able to stay distant from each other. Everyone attending will have to answer a brief questionnaire and sign a sheet saying they don't have the virus or haven't been in contact with someone who has had it within 14 days, also that they don't have any symptoms. I'll also be doing temperature checks of everyone and all groups will be required to social distance and wear a mask during the majority of the event - they won't have to wear a mask inside their tents of course. I'll have lots of sanitizer and all the fun things we've become accustomed to over the past year.

----- Forwarded message -----

From: Kenny Caperton < kennycaperton@gmail.com >

Date: Thu, Jan 14, 2021 at 10:47 AM

Subject: Byrnes Lake Landing - Friday The 13th Movie Screening Event

To: <wayne.dyess@baldwincountyal.gov>

Hey Wayne, it was great talking to you yesterday. I really appreciate you being open to possibly doing this event. Here's my overall idea.

My name is Kenny Caperton and I'm from Hillsborough, North Carolina. My girlfriend Lauren and I run a passion project film series called ON SET CINEMA where we show movies all over the country at their actual filming locations - we've worked with cities, state parks, National historic places, private residences, commercial buildings and more. We've done The Shining, The Hunger Games, Twilight, Beetlejuice, Edward Siccorhands, Scream, Halloween, The Blob and a ton more. They are always really fun events. I've been doing movie screening events for over a decade. We've been working with Hard Labor Creek State Park and the head of Georgia Parks to do an annual event for Friday The 13th Part 6 that has been wonderful for the past 3 years.

I would love to do something similar for Friday the 13th Part 7 that was filmed mainly at Byrnes Lake Landing. Movie screening / overnight camping event. A maximum of 50 people to attend. I'm looking at Saturday, November 13, 2021 for the event date but I'm open to other dates. I know there isn't a huge amount of room down a Byrnes Lake Landing but I think there is plenty of room to do a small screening. I'm thinking the main event area would be at Bicentennial Park - all attendees would meet up there during the day and set up tents, have a nice area to have a picnic, play games and just hang out. I would love to do campfires and smores at night there at the park but I'm not sure if that's something you guys allow. If not, that's no big deal. It will get completely dark on that date at 5:15pm. So around 4pm-4:30pm everyone can drive to Byrnes Lake Landing for the movie screening. From looking at the area, I think there is enough room where the road makes a circle to park cars and then everyone would walk down to the Landing. I would put down

several traffic cones just beyond the circle road area to block off driving down to the Landing. The movie screening portion of the event at the Landing would only take approximately 3 hours (the film runs 1hr 28 min). After the film is over everyone would head back to Bicentennial Park where I would have an additional movie screen set up to watch one or two more movies that night. And from my understanding Bicentennial Park has a big gazebo/covered area so maybe that can be the back up area to show the movie if the weather isn't great.

So fans would check in at Bicentennial Park around Noon and then check out at around 11am the next day. Everyone would be wearing neon event wristbands. That's the overall idea for the event, but I'm of course open to suggestions. I understand that showing a movie at Byrnes Lake Landing might not make a lot of sense but that's what On Set Cinema is all about - showing movies at unique locations EXACTLY where the movie was filmed. It's quite an incredible experience to watch a movie exactly where it takes place. I would be selling tickets to this event because there are quite a bit of costs involved (property rental, movie screening equipment rentals, rights to show the film, travel, etc). I'm happy to pay the county a fee to rent the Byrnes Lake Landing area. There will be no alcohol allowed and I will not be serving food. Everyone will be providing their own food and drinks. I think this event would be a lot of fun and I know the fans would really appreciate it. I would love to turn this into an annual event if you guys are happy with how things go. I would just at least love the opportunity to do this event one time. Again, I've been doing this for a long time, so I don't expect any issues at all. I have a million dollar liability policy which I'll provide you a certificate for and I also have an additional agreement if you guys want it that states I'm responsible for everything. Let me know if you need any additional details and I'm happy to discuss stuff more on the phone. Thanks so much!

Kenny Caperton 919-323-1453

- myershousenc.com/onsetcinema
- myershousenc.com
- myershousenc.thundertix.com
- facebook.com/myershousenc
- instagram.com/myershousen



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 2/2/2021 Item Status: New

From: Matthew Brown, Director of Transportation

Submitted by: Becky Peterson, Customer Service Representative

ITEM TITLE

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

STAFF RECOMMENDATION

DISCUSSION ITEM ONLY AT THIS TIME

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

BACKGROUND INFORMATION

Previous Commission action/date: N/A

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

FINANCIAL IMPACT

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

Budget line item(s) to be used: 51930.5150

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

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\text{N/A}}$

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